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20 Attorneys for PLAINTIFF ABC SERVICES GROUP, INC., in its capacity as
21 assignee for the benefit of creditors of MORNINGSIDE RECOVERY, LLC

22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION
24

25 ABC SERVICES GROUP, INC., a
26 Delaware corporation, in its capacity as
27 assignee for the benefit of creditors of
28 MORNINGSIDE RECOVERY, LLC, a
California limited liability company,

Plaintiff,

v.

UNITED HEALTHCARE SERVICES,
INC.; UNITED BEHAVIORAL
HEALTH; OPTUM SERVICES, INC;

Lead Case No. 8:19-cv-00243-DOC-DFM

Hon. David O. Carter

**CONSOLIDATED AMENDED
COMPLAINT FOR:**

1. BREACH OF CONTRACT
(THIRD PARTY
BENEFICIARY)
2. BREACH OF CONTRACT
(ASSIGNMENT)

1 USABLE MUTUAL INSURANCE
2 COMPANY, doing business as
3 ARKANSAS BLUE CROSS AND
4 BLUE SHIELD and BLUE CROSS
5 AND BLUE SHIELD OF ARKANSAS
6 BLUE ADVANTAGE; BLUE CROSS
7 AND BLUE SHIELD OF KANSAS,
8 INC.; BLUE CROSS AND BLUE
9 SHIELD OF KANSAS CITY;
10 HEALTH CARE SERVICE
11 CORPORATION, doing business as
12 BLUE CROSS AND BLUE SHIELD
13 OF OKLAHOMA; BLUE CROSS
14 AND BLUE SHIELD OF ALABAMA;
15 ANTHEM BLUE CROSS LIFE AND
16 HEALTH INSURANCE COMPANY;
17 ANTHEM, INC., dba ANTHEM
18 HEALTH, INC.; BLUE CROSS OF
19 CALIFORNIA, INC.; HUMANA
20 HEALTH PLAN OF CALIFORNIA,
21 INC.; HUMANA BEHAVIORAL
22 HEALTH, INC.; HUMANA, INC.;
23 HUMANA INSURANCE COMPANY;
24 AETNA HEALTH AND LIFE
25 INSURANCE COMPANY;
26 BLUECROSS BLUESHIELD OF
27 TENNESSEE, INC.; SCOTT AND
28 WHITE HEALTH PLAN; SCOTT
AND WHITE HEALTHCARE;
SCOTT AND WHITE CARE PLANS;
CIGNA HEALTHCARE OF
CALIFORNIA, INC.; CIGNA
BEHAVIORAL HEALTH OF
CALIFORNIA, INC.; CIGNA
HEALTH AND LIFE INSURANCE
COMPANY; HMC HEALTHWORKS,
INC.; UNITED MEDICAL
RESOURCES, INC.;
CONNECTICARE, INC.; MEDICA
HEALTH PLANS, doing business as
MEDICA; PACIFICSOURCE
HEALTH PLANS; SIERRA HEALTH
AND LIFE INSURANCE COMPANY,
INC.; MEDICAL MUTUAL OF OHIO;
MEDICAL MUTUAL SERVICES,
LLC; GROUP HEALTH PLAN, INC.,
doing business as
HEALTHPARTNERS; GOLDEN

DEMAND FOR JURY TRIAL

RULE INSURANCE COMPANY;
AMERIHEALTH INSURANCE
COMPANY OF NEW JERSEY, doing
business as AMERIHEALTH NEW
JERSEY; MERITAIN HEALTH, INC.;
BEACON HEALTH OPTIONS, INC.;
BEACON HEALTH STRATEGIES,
LLC; VALUEOPTIONS OF
CALIFORNIA, INC.; COVENTRY
HEALTH CARE, INC.; MHNET
SPECIALTY SERVICES, LLC;
COMMON GROUND HEALTHCARE
COOPERATIVE; PROVIDENCE
HEALTH PLAN; PROVIDENCE
HEALTH ASSURANCE;
PROVIDENCE HEALTH &
SERVICES; FIRST HEALTH
INSURANCE CORPORATION;
HEALTHLINK, INC.; MOLINA
HEALTHCARE, INC.; and MOLINA
HEALTHCARE OF CALIFORNIA,
INC.,

Defendants.

CONSOLIDATED WITH:

- 1 **1.** 8:19-cv-00531-DOC-DFM (*ABC Services Group, Inc. v. United Healthcare*
2 *Services, Inc., et al.*)
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- 4 **2.** 8:19-cv-00803-DOC-DFM (*ABC Services Group, Inc. v. USable Mutual*
5 *Insurance Company, et al.*)
- 6 **3.** 8:19-cv-00776-DOC-DFM (*ABC Services Group, Inc. v. Health Care Service*
7 *Corporation, et al.*)
- 8 **4.** 8:19-cv-00789-DOC-DFM (*ABC Services Group, Inc. v. Blue Cross and Blue*
9 *Shield of Alabama, et al.*)
- 10 **5.** 8:19-cv-00677-DOC-DFM (*ABC Services Group, Inc. v. Anthem Blue Cross*
11 *Life and Health Insurance Company, et al.*)
- 12 **6.** 8:20-cv-00175-DOC-DFM (*ABC Services Group, Inc. v. Humana Behavioral*
13 *Health, Inc., et al.*)
- 14 **7.** 8:19-cv-00777-DOC-DFM (*ABC Services Group, Inc. v. Defendants Health*
15 *and Life Insurance Company, et al.*)
- 16 **8.** 8:19-cv-00804-DOC-DFM (*ABC Services Group, Inc. v. Bluecross*
17 *Blueshield of Tennessee, Inc., et al.*)
- 18 **9.** 8:19-cv-02070-DOC-DFM (*ABC Services Group, Inc. v. Scott and White*
19 *Health Plan., et al.*)
- 20 **10.** 8:19-cv-02125-DOC-DFM (*ABC Services Group, Inc. v. Cigna Healthcare of*
21 *California, Inc., et al.*)
- 22 **11.** 8:19-cv-02136-DOC-DFM (*ABC Services Group, Inc. v. HMC Healthworks,*
23 *Inc., et al.*)
- 24 **12.** 8:19-cv-02138-DOC-DFM (*ABC Services Group, Inc. v. United Medical*
25 *Resources, Inc., et al.*)
- 26 **13.** 8:19-cv-02163-DOC-DFM (*ABC Services Group, Inc. v. Connecticare, Inc.,*
27 *et al.*)
- 28 **14.** 8:19-cv-02164-DOC-DFM and 8:19-cv-02236-DOC-DFM (*ABC Services*
Group, Inc. v. Medica Health Plans, et al.)

- 1 **15.** 8:19-cv-02165-DOC-DFM (*ABC Services Group, Inc. v. PacificSource*
2 *Health Plans, et al.*)
- 3 **16.** 8:19-cv-02168-DOC-DFM (*ABC Services Group, Inc. v. Sierra Health and*
4 *Life Insurance Company, Inc., et al.*)
- 5 **17.** 8:19-cv-02122-DOC-DFM (*ABC Services Group, Inc. v. Medical Mutual of*
6 *Ohio, et al.*)
- 7 **18.** 8:19-cv-02242-DOC-DFM (*ABC Services Group, Inc. v. Group Health Plan,*
8 *Inc., et al.*)
- 9 **19.** 8:19-cv092184-DOC-DFM(*ABC Services Group, Inc. v. Golden Rule*
10 *Insurance Company, et al.*)
- 11 **20.** 8:19-cv-02180-DOC-DFM (*ABC Services Group, Inc. v. Amerihealth*
12 *Insurance Company of New Jersey, et al.*)
- 13 **21.** 8:19-cv-02182-DOC-DFM (*ABC Services Group, Inc. v. Meritain Health,*
14 *Inc., et al.*)
- 15 **22.** 8:19-cv-02204-DOC-DFM (*ABC Services Group, Inc. v. Beacon Health*
16 *Options, Inc., et al.*)
- 17 **23.** 8:19-cv-02131-DOC-DFM (*ABC Services Group, Inc. v. Coventry Health*
18 *Care, Inc., et al.* [previously 8:19-cv-09432-DOC-DFM])
- 19 **24.** 8:19-cv-02219-DOC-DFM (*ABC Services Group, Inc. v. MHNet Specialty*
20 *Services, LLC., et al.*)
- 21 **25.** 8:19-cv-02210-DOC-DFM (*ABC Services Group, Inc. v. Common Ground*
22 *Healthcare Cooperative, et al.*)
- 23 **26.** 8:19-cv-02172-DOC-DFM (*ABC Services Group, Inc. v. Providence Health*
24 *Plan, et al.*)
- 25 **27.** 8:19-cv-02171-DOC-DFM (*ABC Services Group, Inc. v. First Health Group*
26 *Corporation, et al.*)
- 27 **28.** 8:19-cv-02188-DOC-DFM (*ABC Services Group, Inc. v. HealthLink, Inc., et*
28 *al.*)

1 **29.** 8:19-cv-02118-DOC-DFM (*ABC Services Group, Inc. v. Molina Healthcare,*
2 *Inc., et al.*)

3 **30.** 8:19-cv-02129-DOC-DFM (*ABC Services Group, Inc. v GHI, Inc., et al.*)¹
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28 ¹ The Clerk of the Court entered the default against defendant GHI, Inc.,
the only named defendant in Case No. 8:19-cv-02129 (ECF No. 343).

1 Pursuant to the May 4, 2020 Order of this Court (ECF No. 383), ABC
2 SERVICES GROUP, INC., a Delaware corporation (“ABC” or “Plaintiff”), in its
3 capacity as assignee for the benefit of creditors of MORNINGSIDE RECOVERY,
4 LLC, a California limited liability company (“Morningside”) complains and alleges
5 in this Consolidated Amended Complaint (“Complaint”) against Defendants
6 UNITED HEALTHCARE SERVICES, INC.; UNITED BEHAVIORAL HEALTH;
7 OPTUM SERVICES, INC; USABLE MUTUAL INSURANCE COMPANY, doing
8 business as ARKANSAS BLUE CROSS AND BLUE SHIELD and BLUE CROSS
9 AND BLUE SHIELD OF ARKANSAS BLUE ADVANTAGE; BLUE CROSS
10 AND BLUE SHIELD OF KANSAS, INC.; BLUE CROSS AND BLUE SHIELD
11 OF KANSAS CITY; HEALTH CARE SERVICE CORPORATION, doing business
12 as BLUE CROSS AND BLUE SHIELD OF OKLAHOMA; BLUE CROSS AND
13 BLUE SHIELD OF ALABAMA; ANTHEM BLUE CROSS LIFE AND HEALTH
14 INSURANCE COMPANY; ANTHEM, INC., dba ANTHEM HEALTH, INC.;
15 BLUE CROSS OF CALIFORNIA, INC.; HUMANA HEALTH PLAN OF
16 CALIFORNIA, INC.; HUMANA BEHAVIORAL HEALTH, INC.; HUMANA,
17 INC.; HUMANA INSURANCE COMPANY; AETNA HEALTH AND LIFE
18 INSURANCE COMPANY; BLUECROSS BLUESHIELD OF TENNESSEE, INC.;
19 SCOTT AND WHITE HEALTH PLAN; SCOTT AND WHITE HEALTHCARE;
20 SCOTT AND WHITE CARE PLANS; COMPSYCH CORPORATION; CIGNA
21 HEALTHCARE OF CALIFORNIA, INC.; CIGNA BEHAVIORAL HEALTH OF
22 CALIFORNIA, INC.; CIGNA HEALTH AND LIFE INSURANCE COMPANY;
23 HMC HEALTHWORKS, INC.; UNITED MEDICAL RESOURCES, INC.;
24 CONNECTICARE, INC.; MEDICA HEALTH PLANS, doing business as
25 MEDICA; PACIFICSOURCE HEALTH PLANS; SIERRA HEALTH AND LIFE
26 INSURANCE COMPANY, INC.; MEDICAL MUTUAL OF OHIO; MEDICAL
27 MUTUAL SERVICES, LLC; GROUP HEALTH PLAN, INC., doing business as
28 HEALTHPARTNERS; GOLDEN RULE INSURANCE COMPANY;

1 AMERIHEALTH INSURANCE COMPANY OF NEW JERSEY, doing business as
2 AMERIHEALTH NEW JERSEY; MERITAIN HEALTH, INC.; BEACON
3 HEALTH OPTIONS, INC.; BEACON HEALTH STRATEGIES, LLC;
4 VALUEOPTIONS OF CALIFORNIA, INC.; COVENTRY HEALTH CARE, INC.;
5 MHNET SPECIALTY SERVICES, LLC; COMMON GROUND HEALTHCARE
6 COOPERATIVE; PROVIDENCE HEALTH PLAN; PROVIDENCE HEALTH
7 ASSURANCE; PROVIDENCE HEALTH & SERVICES; FIRST HEALTH
8 INSURANCE CORPORATION; HEALTHLINK, INC.; MOLINA
9 HEALTHCARE, INC.; and MOLINA HEALTHCARE OF CALIFORNIA, INC.
10 (collectively “Consolidated Defendants” or “Defendants”) as follows:

11 **THE PARTIES**

12 1. ABC is a corporation organized and existing under the laws of the State
13 of Delaware, with its primary place of business located in Santa Ana, California.

14 2. Morningside, at all relevant times, provided professional medical and
15 mental health services and rehabilitation care for patients suffering from mental
16 health and substance use disorders (“SUDs”) from its location in Irvine, California.

17 3. Defendant UNITED HEALTHCARE SERVICES, INC. is, and at all
18 relevant times was a Minnesota corporation licensed to do business in and is and
19 was doing business in the State of California as a provider of health insurance
20 benefits. Plaintiff is informed and believes, and based thereon alleges, that
21 UNITED HEALTHCARE SERVICES, INC. is licensed by the California
22 Department of Insurance and/or the California Department of Managed Health Care
23 to transact business of insurance in the State of California, is in fact transacting the
24 business of insurance in the State of California and is thereby subject to the laws
25 and regulations of the State of California.

26 4. Defendant UNITED BEHAVIORAL HEALTH is, and at all relevant
27 times was a California corporation licensed to do business in and is and was doing
28 business in the State of California as a provider of health insurance benefits.

1 Plaintiff is informed and believes, and based thereon alleges, that UNITED
2 BEHAVIORAL HEALTH is licensed by the California Department of Insurance
3 and/or the California Department of Managed Health Care to transact business of
4 insurance in the State of California, is in fact transacting the business of insurance
5 in the State of California and is thereby subject to the laws and regulations of the
6 State of California

7 **5.** Defendant OPTUM SERVICES, INC. is, and at all relevant times was
8 a Delaware corporation licensed to do business in and is and was doing business in
9 the State of California as a provider of health insurance benefits. Plaintiff is
10 informed and believes, and based thereon alleges, that OPTUM SERVICES, INC.
11 is licensed by the California Department of Insurance and/or the California
12 Department of Managed Health Care to transact business of insurance in the State
13 of California, is in fact transacting the business of insurance in the State of
14 California and is thereby subject to the laws and regulations of the State of
15 California

16 **6.** Defendant USABLE MUTUAL INSURANCE COMPANY, doing
17 business as ARKANSAS BLUE CROSS AND BLUE SHIELD as well as BLUE
18 CROSS AND BLUE SHIELD OF ARKANSAS TRUE ADVANTAGE is, and at
19 all relevant times was an Arkansas corporation licensed to do business in and is and
20 was doing business in the State of California as a provider of health insurance
21 benefits. Plaintiff is informed and believes, and based thereon alleges, that
22 USABLE MUTUAL INSURANCE COMPANY is licensed by the California
23 Department of Insurance and/or the California Department of Managed Health Care
24 to transact business of insurance in the State of California, is in fact transacting the
25 business of insurance in the State of California and is thereby subject to the laws
26 and regulations of the State of California.

27 **7.** Defendant BLUE CROSS AND BLUE SHIELD OF KANSAS, INC.
28 is, and at all relevant times was a Kansas corporation licensed to do business in and

1 is and was doing business in the State of California as a provider of health
2 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
3 that BLUE CROSS AND BLUE SHIELD OF KANSAS, INC. is licensed by the
4 California Department of Insurance and/or the California Department of Managed
5 Health Care to transact business of insurance in the State of California, is in fact
6 transacting the business of insurance in the State of California and is thereby
7 subject to the laws and regulations of the State of California

8 **8.** This paragraph is intentionally left blank.

9 **9.** Defendant BLUE CROSS AND BLUE SHIELD OF KANSAS CITY
10 is, and at all relevant times was a Missouri corporation licensed to do business in
11 and is and was doing business in the State of California as a provider of health
12 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
13 BLUE CROSS AND BLUE SHIELD OF KANSAS CITY is licensed by the
14 California Department of Insurance and/or the California Department of Managed
15 Health Care to transact business of insurance in the State of California, is in fact
16 transacting the business of insurance in the State of California and is thereby
17 subject to the laws and regulations of the State of California.

18 **10.** Defendant HEALTH CARE SERVICE CORPORATION, doing
19 business as BLUE CROSS AND BLUE SHIELD OF OKLAHOMA is, and at all
20 relevant times was an Oklahoma corporation licensed to do business in and is and
21 was doing business in the State of California as a provider of health insurance
22 benefits. Plaintiff is informed and believes, and based thereon alleges, that
23 HEALTH CARE SERVICE CORPORATION is licensed by the California
24 Department of Insurance and/or the California Department of Managed Health Care
25 to transact business of insurance in the State of California, is in fact transacting the
26 business of insurance in the State of California and is thereby subject to the laws
27 and regulations of the State of California.

1 **11.** Defendant BLUE CROSS AND BLUE SHIELD OF ALABAMA is,
2 and at all relevant times was an Alabama corporation licensed to do business in and
3 is and was doing business in the State of California as a provider of health
4 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
5 that BLUE CROSS AND BLUE SHIELD OF ALABAMA is licensed by the
6 California Department of Insurance and/or the California Department of Managed
7 Health Care to transact business of insurance in the State of California, is in fact
8 transacting the business of insurance in the State of California and is thereby
9 subject to the laws and regulations of the State of California

10 **12.** Defendant ANTHEM BLUE CROSS LIFE AND HEALTH
11 INSURANCE COMPANY is, and at all relevant times was a California corporation
12 licensed to do business in and is and was doing business in the State of California
13 as a provider of health insurance benefits. Plaintiff is informed and believes, and
14 based thereon alleges, that ANTHEM BLUE CROSS LIFE AND HEALTH
15 INSURANCE COMPANY is licensed by the California Department of Insurance
16 and/or the California Department of Managed Health Care to transact business of
17 insurance in the State of California, is in fact transacting the business of insurance
18 in the State of California and is thereby subject to the laws and regulations of the
19 State of California.

20 **13.** Defendant ANTHEM, INC., dba ANTHEM HEALTH, INC. is, and at
21 all relevant times was an Indiana corporation licensed to do business in and is and
22 was doing business in the State of California as a provider of health insurance
23 benefits. Plaintiff is informed and believes, and based thereon alleges, that
24 ANTHEM INC. is licensed by the California Department of Insurance and/or the
25 California Department of Managed Health Care to transact business of insurance in
26 the State of California, is in fact transacting the business of insurance in the State of
27 California and is thereby subject to the laws and regulations of the State of
28 California.

1 **14.** Defendant BLUE CROSS OF CALIFORNIA, INC. is, and at all
2 relevant times was a California corporation licensed to do business in and is and
3 was doing business in the State of California as a provider of health insurance
4 benefits. Plaintiff is informed and believes, and based thereon alleges, that BLUE
5 CROSS OF CALIFORNIA, INC. is licensed by the California Department of
6 Insurance and/or the California Department of Managed Health Care to transact
7 business of insurance in the State of California, is in fact transacting the business of
8 insurance in the State of California and is thereby subject to the laws and
9 regulations of the State of California.

10 **15.** Defendant HUMANA HEALTH PLAN OF CALIFORNIA, INC. is,
11 and at all relevant times was a California corporation licensed to do business in and
12 is and was doing business in the State of California as a provider of health
13 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
14 that HUMANA HEALTH PLAN OF CALIFORNIA, INC. is licensed by the
15 California Department of Insurance and/or the California Department of Managed
16 Health Care to transact business of insurance in the State of California, is in fact
17 transacting the business of insurance in the State of California and is thereby
18 subject to the laws and regulations of the State of California.

19 **16.** Defendant HUMANA BEHAVIORAL HEALTH, INC. is, and at all
20 relevant times was a Texas corporation licensed to do business in and is and was
21 doing business in the State of California as a provider of health insurance benefits.
22 Plaintiff is informed and believes, and based thereon alleges, that HUMANA
23 BEHAVIORAL HEALTH, INC. is licensed by the California Department of
24 Insurance and/or the California Department of Managed Health Care to transact
25 business of insurance in the State of California, is in fact transacting the business of
26 insurance in the State of California and is thereby subject to the laws and
27 regulations of the State of California.
28

1 **17.** Defendant HUMANA, INC. is, and at all relevant times was a
2 Delaware corporation licensed to do business in and is and was doing business in
3 the State of California as a provider of health insurance benefits. Plaintiff is
4 informed and believes, and based thereon alleges, that HUMANA, INC. is licensed
5 by the California Department of Insurance and/or the California Department of
6 Managed Health Care to transact business of insurance in the State of California, is
7 in fact transacting the business of insurance in the State of California and is thereby
8 subject to the laws and regulations of the State of California

9 **18.** Defendant HUMANA INSURANCE COMPANY is, and at all relevant
10 times was a Wisconsin corporation licensed to do business in and is and was doing
11 business in the State of California as a provider of health insurance benefits.
12 Plaintiff is informed and believes, and based thereon alleges, that HUMANA
13 INSURANCE COMPANY is licensed by the California Department of Insurance
14 and/or the California Department of Managed Health Care to transact business of
15 insurance in the State of California, is in fact transacting the business of insurance
16 in the State of California and is thereby subject to the laws and regulations of the
17 State of California.

18 **19.** Defendant AETNA HEALTH AND LIFE INSURANCE COMPANY
19 is, and at all relevant times was a Connecticut corporation licensed to do business
20 in and is and was doing business in the State of California as a provider of health
21 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
22 that AETNA HEALTH AND LIFE INSURANCE COMPANY is licensed by the
23 California Department of Insurance and/or the California Department of Managed
24 Health Care to transact business of insurance in the State of California, is in fact
25 transacting the business of insurance in the State of California and is thereby
26 subject to the laws and regulations of the State of California.

27 **20.** Defendant BLUECROSS BLUESHIELD OF TENNESSEE, INC. is,
28 and at all relevant times was an Tennessee corporation licensed to do business in

1 and is and was doing business in the State of California as a provider of health
2 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
3 that BLUECROSS BLUESHIELD OF TENNESSEE, INC. is licensed by the
4 California Department of Insurance and/or the California Department of Managed
5 Health Care to transact business of insurance in the State of California, is in fact
6 transacting the business of insurance in the State of California and is thereby
7 subject to the laws and regulations of the State of California.

8 **21.** Defendant SCOTT AND WHITE HEALTH PLAN is, and at all
9 relevant times was a Texas corporation licensed to do business in and is and was
10 doing business in the State of California as a provider of health insurance benefits.
11 Plaintiff is informed and believes, and based thereon alleges, that SCOTT AND
12 WHITE HEALTH PLAN is licensed by the California Department of Insurance
13 and/or the California Department of Managed Health Care to transact business of
14 insurance in the State of California, is in fact transacting the business of insurance
15 in the State of California and is thereby subject to the laws and regulations of the
16 State of California.

17 **22.** Defendant SCOTT AND WHITE HEALTHCARE is, and at all
18 relevant times was a Texas corporation licensed to do business in and is and was
19 doing business in the State of California as a provider of health insurance benefits.
20 Plaintiff is informed and believes, and based thereon alleges, that SCOTT AND
21 WHITE HEALTHCARE is licensed by the California Department of Insurance
22 and/or the California Department of Managed Health Care to transact business of
23 insurance in the State of California, is in fact transacting the business of insurance
24 in the State of California and is thereby subject to the laws and regulations of the
25 State of California.

26 **23.** Defendant SCOTT AND WHITE CARE PLANS is, and at all relevant
27 times was a Texas corporation licensed to do business in and is and was doing
28 business in the State of California as a provider of health insurance benefits.

1 Plaintiff is informed and believes, and based thereon alleges, that SCOTT AND
2 WHITE CARE PLANS is licensed by the California Department of Insurance
3 and/or the California Department of Managed Health Care to transact business of
4 insurance in the State of California, is in fact transacting the business of insurance
5 in the State of California and is thereby subject to the laws and regulations of the
6 State of California.

7 **24.** Defendant CIGNA HEALTHCARE OF CALIFORNIA, INC. is, and at
8 all relevant times was a California corporation licensed to do business in and is and
9 was doing business in the State of California as a provider of health insurance
10 benefits. Plaintiff is informed and believes, and based thereon alleges, that CIGNA
11 HEALTHCARE OF CALIFORNIA, INC. is licensed by the California Department
12 of Insurance and/or the California Department of Managed Health Care to transact
13 business of insurance in the State of California, is in fact transacting the business of
14 insurance in the State of California and is thereby subject to the laws and
15 regulations of the State of California.

16 **25.** Defendant CIGNA BEHAVIORAL HEALTH OF CALIFORNIA,
17 INC. is, and at all relevant times was a California corporation licensed to do
18 business in and is and was doing business in the State of California as a provider of
19 health insurance benefits. Plaintiff is informed and believes, and based thereon
20 alleges, that CIGNA BEHAVIORAL HEALTH OF CALIFORNIA, INC. is
21 licensed by the California Department of Insurance and/or the California
22 Department of Managed Health Care to transact business of insurance in the State
23 of California, is in fact transacting the business of insurance in the State of
24 California and is thereby subject to the laws and regulations of the State of
25 California

26 **26.** Defendant CIGNA HEALTH AND LIFE INSURANCE COMPANY
27 is, and at all relevant times was a Connecticut corporation licensed to do business
28 in and is and was doing business in the State of California as a provider of health

1 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
2 that CIGNA HEALTH AND LIFE INSURANCE COMPANY is licensed by the
3 California Department of Insurance and/or the California Department of Managed
4 Health Care to transact business of insurance in the State of California, is in fact
5 transacting the business of insurance in the State of California and is thereby
6 subject to the laws and regulations of the State of California.

7 **27.** Defendant HMC HEALTHWORKS, INC. is, and at all relevant times
8 was a Florida corporation licensed to do business in and is and was doing business
9 in the State of California as a provider of health insurance benefits. Plaintiff is
10 informed and believes, and based thereon alleges, that HMC Healthworks, Inc. is
11 licensed by the California Department of Insurance and/or the California
12 Department of Managed Health Care to transact business of insurance in the State
13 of California, is in fact transacting the business of insurance in the State of
14 California and is thereby subject to the laws and regulations of the State of
15 California.

16 **28.** Defendant UNITED MEDICAL RESOURCES, INC. is, and at all
17 relevant times was a California corporation licensed to do business in and is and
18 was doing business in the State of California as a provider of health insurance
19 benefits. Plaintiff is informed and believes, and based thereon alleges, that
20 UNITED MEDICAL RESOURCES, INC. is licensed by the California Department
21 of Insurance and/or the California Department of Managed Health Care to transact
22 business of insurance in the State of California, is in fact transacting the business of
23 insurance in the State of California and is thereby subject to the laws and
24 regulations of the State of California.

25 **29.** Defendant CONNECTICARE, INC. is, and at all relevant times was a
26 Connecticut corporation licensed to do business in and is and was doing business in
27 the State of California as a provider of health insurance benefits. Plaintiff is
28 informed and believes, and based thereon alleges, that CONNECTICARE is

1 licensed by the California Department of Insurance and/or the California
2 Department of Managed Health Care to transact business of insurance in the State
3 of California, is in fact transacting the business of insurance in the State of
4 California and is thereby subject to the laws and regulations of the State of
5 California.

6 **30.** Defendant MEDICA HEALTH PLANS, doing business as MEDICA
7 is, and at all relevant times was a Minnesota corporation licensed to do business in
8 and is and was doing business in the State of California as a provider of health
9 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
10 that MEDICA HEALTH PLANS is licensed by the California Department of
11 Insurance and/or the California Department of Managed Health Care to transact
12 business of insurance in the State of California, is in fact transacting the business of
13 insurance in the State of California and is thereby subject to the laws and
14 regulations of the State of California.

15 **31.** Defendant PACIFICSOURCE HEALTH PLANS is, and at all relevant
16 times was an Oregon corporation licensed to do business in and is and was doing
17 business in the State of California as a provider of health insurance benefits.
18 Plaintiff is informed and believes, and based thereon alleges, that
19 PACIFICSOURCE HEALTH PLANS is licensed by the California Department of
20 Insurance and/or the California Department of Managed Health Care to transact
21 business of insurance in the State of California, is in fact transacting the business of
22 insurance in the State of California and is thereby subject to the laws and
23 regulations of the State of California.

24 **32.** Defendant SIERRA HEALTH AND LIFE INSURANCE COMPANY,
25 INC. is, and at all relevant times was a Nevada corporation licensed to do business
26 in and is and was doing business in the State of California as a provider of health
27 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
28 that SIERRA HEALTH AND LIFE INSURANCE COMPANY is licensed by the

1 California Department of Insurance and/or the California Department of Managed
2 Health Care to transact business of insurance in the State of California, is in fact
3 transacting the business of insurance in the State of California and is thereby
4 subject to the laws and regulations of the State of California.

5 **33.** Defendant MEDICAL MUTUAL OF OHIO is, and at all relevant times
6 was an Ohio corporation licensed to do business in and is and was doing business
7 in the State of California as a provider of health insurance benefits. Plaintiff is
8 informed and believes, and based thereon alleges, that MEDICAL MUTUAL OF
9 OHIO is licensed by the California Department of Insurance and/or the California
10 Department of Managed Health Care to transact business of insurance in the State
11 of California, is in fact transacting the business of insurance in the State of
12 California and is thereby subject to the laws and regulations of the State of
13 California.

14 **34.** Defendant MEDICAL MUTUAL SERVICES, LLC is, and at all
15 relevant times was an OHIO limited liability company licensed to do business in
16 and is and was doing business in the State of California as a provider of health
17 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
18 that MEDICAL MUTUAL SERVICES, LLC is licensed by the California
19 Department of Insurance and/or the California Department of Managed Health Care
20 to transact business of insurance in the State of California, is in fact transacting the
21 business of insurance in the State of California and is thereby subject to the laws
22 and regulations of the State of California.

23 **35.** Defendant GROUP HEALTH PLAN, INC., doing business as
24 HEALTHPARTNERS is, and at all relevant times was a Minnesota corporation
25 licensed to do business in and is and was doing business in the State of California
26 as a provider of health insurance benefits. Plaintiff is informed and believes, and
27 based thereon alleges, that GROUP HEALTH PLAN, INC. is licensed by the
28 California Department of Insurance and/or the California Department of Managed

1 Health Care to transact business of insurance in the State of California, is in fact
2 transacting the business of insurance in the State of California and is thereby
3 subject to the laws and regulations of the State of California.

4 **36.** Defendant GOLDEN RULE INSURANCE COMPANY is, and at all
5 relevant times was an Indiana corporation licensed to do business in and is and was
6 doing business in the State of California as a provider of health insurance benefits.
7 Plaintiff is informed and believes, and based thereon alleges, that GOLDEN RULE
8 INSURANCE COMPANY is licensed by the California Department of Insurance
9 and/or the California Department of Managed Health Care to transact business of
10 insurance in the State of California, is in fact transacting the business of insurance
11 in the State of California and is thereby subject to the laws and regulations of the
12 State of California.

13 **37.** Defendant AMERIHEALTH INSURANCE COMPANY OF NEW
14 JERSEY, doing business as AMERIHEALTH NEW JERSEY is, and at all relevant
15 times was a New Jersey corporation licensed to do business in and is and was doing
16 business in the State of California as a provider of health insurance benefits.
17 Plaintiff is informed and believes, and based thereon alleges, that AMERIHEALTH
18 INSURANCE COMPANY OF NEW JERSEY is licensed by the California
19 Department of Insurance and/or the California Department of Managed Health Care
20 to transact business of insurance in the State of California, is in fact transacting the
21 business of insurance in the State of California and is thereby subject to the laws
22 and regulations of the State of California.

23 **38.** Defendant MERITAIN HEALTH, INC. is, and at all relevant times was
24 a New York corporation licensed to do business in and is and was doing business in
25 the State of California as a provider of health insurance benefits. Plaintiff is
26 informed and believes, and based thereon alleges, that MERITAIN HEALTH, INC.
27 is licensed by the California Department of Insurance and/or the California
28 Department of Managed Health Care to transact business of insurance in the State

1 of California, is in fact transacting the business of insurance in the State of
2 California and is thereby subject to the laws and regulations of the State of
3 California.

4 **39.** Defendant BEACON HEALTH OPTIONS, INC. is, and at all relevant
5 times was a Virginia corporation licensed to do business in and is and was doing
6 business in the State of California as a provider of health insurance benefits.
7 Plaintiff is informed and believes, and based thereon alleges, that BEACON
8 HEALTH OPTIONS, INC. is licensed by the California Department of Insurance
9 and/or the California Department of Managed Health Care to transact business of
10 insurance in the State of California, is in fact transacting the business of insurance
11 in the State of California and is thereby subject to the laws and regulations of the
12 State of California.

13 **40.** Defendant BEACON HEALTH STRATEGIES, LLC is, and at all
14 relevant times was a Massachusetts limited liability company licensed to do
15 business in and is and was doing business in the State of California as a provider of
16 health insurance benefits. Plaintiff is informed and believes, and based thereon
17 alleges, that BEACON HEALTH STRATEGIES, LLC is licensed by the California
18 Department of Insurance and/or the California Department of Managed Health Care
19 to transact business of insurance in the State of California, is in fact transacting the
20 business of insurance in the State of California and is thereby subject to the laws
21 and regulations of the State of California.

22 **41.** Defendant VALUEOPTIONS OF CALIFORNIA, INC. is, and at all
23 relevant times was a California corporation licensed to do business in and is and
24 was doing business in the State of California as a provider of health insurance
25 benefits. Plaintiff is informed and believes, and based thereon alleges, that
26 VALUE OPTIONS OF CALIFORNIA, INC. is licensed by the California
27 Department of Insurance and/or the California Department of Managed Health Care
28 to transact business of insurance in the State of California, is in fact transacting the

1 business of insurance in the State of California and is thereby subject to the laws
2 and regulations of the State of California.

3 **42.** Defendant COVENTRY HEALTH CARE, INC. is, and at all relevant
4 times was a Pennsylvania and Connecticut corporation licensed to do business in
5 and is and was doing business in the State of California as a provider of health
6 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
7 that COVENTRY HEALTH CARE, INC. is licensed by the California Department
8 of Insurance and/or the California Department of Managed Health Care to transact
9 business of insurance in the State of California, is in fact transacting the business of
10 insurance in the State of California and is thereby subject to the laws and
11 regulations of the State of California.

12 **43.** Defendant MHNET SPECIALTY SERVICES, LLC is, and at all
13 relevant times was a Maryland limited liability company, licensed to do business in
14 and is and was doing business in the State of California as a provider of health
15 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
16 that MHNET SPECIALTY SERVICES, LLC is licensed by the California
17 Department of Insurance and/or the California Department of Managed Health Care
18 to transact business of insurance in the State of California, is in fact transacting the
19 business of insurance in the State of California and is thereby subject to the laws
20 and regulations of the State of California.

21 **44.** Defendant COMMON GROUND HEALTHCARE COOPERATIVE
22 is, and at all relevant times was a corporation licensed to do business in and is and
23 was doing business in the State of California as a provider of health insurance
24 benefits. Plaintiff is informed and believes, and based thereon alleges, that
25 COMMON GROUND HEALTH CARE is licensed by the California Department
26 of Insurance and/or the California Department of Managed Health Care to transact
27 business of insurance in the State of California, is in fact transacting the business of
28

1 insurance in the State of California and is thereby subject to the laws and
2 regulations of the State of California.

3 **45.** Defendant PROVIDENCE HEALTH PLAN is, and at all relevant
4 times was an Oregon public benefit corporation licensed to do business in and is
5 and was doing business in the State of California as a provider of health insurance
6 benefits. Plaintiff is informed and believes, and based thereon alleges, that
7 PROVIDENCE HEALTH PLAN is licensed by the California Department of
8 Insurance and/or the California Department of Managed Health Care to transact
9 business of insurance in the State of California, is in fact transacting the business of
10 insurance in the State of California and is thereby subject to the laws and
11 regulations of the State of California.

12 **46.** Defendant PROVIDENCE HEALTH ASSURANCE is, and at all
13 relevant times was an Oregon public benefit corporation licensed to do business in
14 and is and was doing business in the State of California as a provider of health
15 insurance benefits. Plaintiff is informed and believes, and based thereon alleges,
16 that PROVIDENCE HEALTH ASSURANCE is licensed by the California
17 Department of Insurance and/or the California Department of Managed Health Care
18 to transact business of insurance in the State of California, is in fact transacting the
19 business of insurance in the State of California and is thereby subject to the laws
20 and regulations of the State of California.

21 **47.** Defendant PROVIDENCE HEALTH & SERVICES is, and at all
22 relevant times was a Washington corporation licensed to do business in and is and
23 was doing business in the State of California as a provider of health insurance
24 benefits. Plaintiff is informed and believes, and based thereon alleges, that
25 PROVIDENCE HEALTH & SERVICES is licensed by the California Department
26 of Insurance and/or the California Department of Managed Health Care to transact
27 business of insurance in the State of California, is in fact transacting the business of
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1 insurance in the State of California and is thereby subject to the laws and
2 regulations of the State of California.

3 **48.** Defendant FIRST HEALTH INSURANCE CORPORATION is, and at
4 all relevant times was a Delaware corporation licensed to do business in and is and
5 was doing business in the State of California as a provider of health insurance
6 benefits. Plaintiff is informed and believes, and based thereon alleges, that FIRST
7 HEALTH INSURANCE COMPANY is licensed by the California Department of
8 Insurance and/or the California Department of Managed Health Care to transact
9 business of insurance in the State of California, is in fact transacting the business of
10 insurance in the State of California and is thereby subject to the laws and
11 regulations of the State of California.

12 **49.** Defendant HEALTHLINK, INC. is, and at all relevant times was an
13 Illinois corporation licensed to do business in and is and was doing business in the
14 State of California as a provider of health insurance benefits. Plaintiff is informed
15 and believes, and based thereon alleges, that HEALTHLINK, INC. is licensed by
16 the California Department of Insurance and/or the California Department of
17 Managed Health Care to transact business of insurance in the State of California, is
18 in fact transacting the business of insurance in the State of California and is thereby
19 subject to the laws and regulations of the State of California.

20 **50.** Defendant MOLINA HEALTHCARE, INC. is, and at all relevant times
21 was a California corporation licensed to do business in and is and was doing
22 business in the State of California as a provider of health insurance benefits.
23 Plaintiff is informed and believes, and based thereon alleges, that MOLINA
24 HEALTHCARE, INC. is licensed by the California Department of Insurance and/or
25 the California Department of Managed Health Care to transact business of
26 insurance in the State of California, is in fact transacting the business of insurance
27 in the State of California and is thereby subject to the laws and regulations of the
28 State of California.

51. Defendant MOLINA HEALTHCARE OF CALIFORNIA, INC. is, and at all relevant times was a California corporation licensed to do business in and is and was doing business in the State of California as a provider of health insurance benefits. Plaintiff is informed and believes, and based thereon alleges, that MOLINA OF HEATHCARE OF CALIFORNIA, INC. is licensed by the California Department of Insurance and/or the California Department of Managed Health Care to transact business of insurance in the State of California, is in fact transacting the business of insurance in the State of California and is thereby subject to the laws and regulations of the State of California.

STANDING

52. California law is clear that the assignment of claims “is a good rule – which is why the courts have crafted it over the years even though it appears to contradict the clear text of many insurance policies and the courts’ expressed fidelity to contract language.” *Fluor Corp. v. Superior Ct.*, 61 Cal. 4th 1175, 1218-19 (2015). California Insurance Code Section 520 states “[a]n agreement not to transfer the claim of the insured against the insurer after a loss has happened, is void if made before the loss except as otherwise provided.” *See also Yazdi v. Aetna Life & Casualty (Bermuda) Ltd.*, 2019 WL 6720989 at * 4 (C.D. Cal., Jan. 2, 2019) (“California Insurance Code § 520 protects an insured’s ability to assign rights under an insurance policy after the loss has occurred.”).

53. The flexibility in assignments under California law applies not just from patient to provider, but also to an assignee such as ABC. A general assignment for the benefit of creditors is a conveyance, without consideration, by a debtor of substantially all of the debtor's property to an assignee in trust for the purpose of applying the property or its proceeds to the payment of the debtor's debts and returning any surplus to the debtor. It is a voluntary transfer by a debtor of the debtor's property to an assignee in trust for the purpose of applying the property thereof to the payment of the debtor's debts. An assignment for the

1 benefit of creditors is an alternative to a Chapter 7 bankruptcy liquidation, whereby
2 the debtor assigns substantially all of its assets to the assignee instead of a
3 bankruptcy trustee for the benefit of the debtor's creditors.

4 **54.** On or about September 21, 2018, Morningside executed a written
5 Assignment (the "Morningside Assignment") pursuant to California Code of Civil
6 Procedure §§ 493.010 through 493.060 and §§ 1800 through 18902. Pursuant to
7 the Morningside Assignment, Morningside conveyed to ABC all of Morningside's
8 property and every right, claim and interest of Morningside, including the right to
9 prosecute this action for the benefit of Morningside's creditors. ABC brings this
10 action in its capacity as the assignee for the benefit of creditors of Morningside
11 pursuant to the Morningside Assignment. A true and correct copy of the
12 Morningside Assignment is attached hereto and incorporated herein by this
13 reference as Exhibit 1.

14 **55.** At all relevant times herein, unless otherwise indicated, the Defendants
15 set forth in paragraphs 3, 4, and 5 were the agents and/or employees of each of the
16 remaining Defendants in those paragraphs and were at all times acting within the
17 purpose and scope of said agency and employment, and each of these Defendants
18 has ratified and approved the acts of the agent. At all relevant times herein, each of
19 the Defendants set forth in paragraphs 3, 4, and 5 had actual or ostensible authority
20 to act on each other's behalf in certifying or authorizing the provision of services,
21 processing and administering the claims and appeals, pricing the claims, approving
22 or denying the claims, directing each other as to whether and/or how to pay claims,
23 issuing remittance advices and EOB statements, and making payments to Plaintiff
24 and/or the Patients.

25 **56.** At all relevant times herein, unless otherwise indicated, the Defendants
26 set forth in paragraphs 6, 7, 8 and 9 were the agents and/or employees of each of
27 the remaining Defendants in those paragraphs and were at all times acting within
28 the purpose and scope of said agency and employment, and each of these

1 Defendants has ratified and approved the acts of the agent. At all relevant times
2 herein, each of the Defendants set forth in paragraphs 6, 7,8 and 9 had actual or
3 ostensible authority to act on each other's behalf in certifying or authorizing the
4 provision of services, processing and administering the claims and appeals, pricing
5 the claims, approving or denying the claims, directing each other as to whether
6 and/or how to pay claims, issuing remittance advices and EOB statements, and
7 making payments to Plaintiff and/or the Patients.

8 **57.** At all relevant times herein, unless otherwise indicated, the Defendants
9 set forth in paragraphs 12, 13, and 14 were the agents and/or employees of each of
10 the remaining Defendants in those paragraphs and were at all times acting within
11 the purpose and scope of said agency and employment, and each of these
12 Defendants has ratified and approved the acts of the agent. At all relevant times
13 herein, each of the Defendants set forth in paragraphs 12, 13, and 14 had actual or
14 ostensible authority to act on each other's behalf in certifying or authorizing the
15 provision of services, processing and administering the claims and appeals, pricing
16 the claims, approving or denying the claims, directing each other as to whether
17 and/or how to pay claims, issuing remittance advices and EOB statements, and
18 making payments to Plaintiff and/or the Patients.

19 **58.** At all relevant times herein, unless otherwise indicated, the Defendants
20 set forth in paragraphs 15, 16, 17, and 18 were the agents and/or employees of each
21 of the remaining Defendants in those paragraphs and were at all times acting within
22 the purpose and scope of said agency and employment, and each of these
23 Defendants has ratified and approved the acts of the agent. At all relevant times
24 herein, each of the Defendants set forth in paragraphs 15, 16, 17, and 18 had actual
25 or ostensible authority to act on each other's behalf in certifying or authorizing the
26 provision of services, processing and administering the claims and appeals, pricing
27 the claims, approving or denying the claims, directing each other as to whether
28

1 and/or how to pay claims, issuing remittance advices and EOB statements, and
2 making payments to Plaintiff and/or the Patients.

3 **59.** At all relevant times herein, unless otherwise indicated, the Defendants
4 set forth in paragraphs 21, 22, and 23 were the agents and/or employees of each of
5 the remaining Defendants in those paragraphs and were at all times acting within
6 the purpose and scope of said agency and employment, and each of these
7 Defendants has ratified and approved the acts of the agent. At all relevant times
8 herein, each of the Defendants set forth in paragraphs 21, 22, and 23 had actual or
9 ostensible authority to act on each other's behalf in certifying or authorizing the
10 provision of services, processing and administering the claims and appeals, pricing
11 the claims, approving or denying the claims, directing each other as to whether
12 and/or how to pay claims, issuing remittance advices and EOB statements, and
13 making payments to Plaintiff and/or the Patients.

14 **60.** At all relevant times herein, unless otherwise indicated, the Defendants
15 set forth in paragraphs 24, 25, and 26 were the agents and/or employees of each of
16 the remaining Defendants in those paragraphs and were at all times acting within
17 the purpose and scope of said agency and employment, and each of these
18 Defendants has ratified and approved the acts of the agent. At all relevant times
19 herein, each of the Defendants set forth in paragraphs 24, 25, and 26 had actual or
20 ostensible authority to act on each other's behalf in certifying or authorizing the
21 provision of services, processing and administering the claims and appeals, pricing
22 the claims, approving or denying the claims, directing each other as to whether
23 and/or how to pay claims, issuing remittance advices and EOB statements, and
24 making payments to Plaintiff and/or the Patients.

25 **61.** At all relevant times herein, unless otherwise indicated, the Defendants
26 set forth in paragraphs 33 and 34 were the agents and/or employees of each of the
27 remaining Defendants in those paragraphs and were at all times acting within the
28 purpose and scope of said agency and employment, and each of these Defendants

1 has ratified and approved the acts of the agent. At all relevant times herein, each of
2 the Defendants set forth in paragraphs 33 and 34 had actual or ostensible authority
3 to act on each other's behalf in certifying or authorizing the provision of services,
4 processing and administering the claims and appeals, pricing the claims, approving
5 or denying the claims, directing each other as to whether and/or how to pay claims,
6 issuing remittance advices and EOB statements, and making payments to Plaintiff
7 and/or the Patients.

8 **62.** At all relevant times herein, unless otherwise indicated, the Defendants
9 set forth in paragraphs 39, 40, and 41 were the agents and/or employees of each of
10 the remaining Defendants in those paragraphs and were at all times acting within
11 the purpose and scope of said agency and employment, and each of these
12 Defendants has ratified and approved the acts of the agent. At all relevant times
13 herein, each of the Defendants set forth in paragraphs 39, 40, and 41 had actual or
14 ostensible authority to act on each other's behalf in certifying or authorizing the
15 provision of services, processing and administering the claims and appeals, pricing
16 the claims, approving or denying the claims, directing each other as to whether
17 and/or how to pay claims, issuing remittance advices and EOB statements, and
18 making payments to Plaintiff and/or the Patients.

19 **63.** At all relevant times herein, unless otherwise indicated, the Defendants
20 set forth in paragraphs 45, 46, 47 were the agents and/or employees of each of the
21 remaining Defendants in those paragraphs and were at all times acting within the
22 purpose and scope of said agency and employment, and each of these Defendants
23 has ratified and approved the acts of the agent. At all relevant times herein, each of
24 the Defendants set forth in paragraphs 45, 46, 47 had actual or ostensible authority
25 to act on each other's behalf in certifying or authorizing the provision of services,
26 processing and administering the claims and appeals, pricing the claims, approving
27 or denying the claims, directing each other as to whether and/or how to pay claims,
28

1 issuing remittance advices and EOB statements, and making payments to Plaintiff
2 and/or the Patients.

3 **64.** At all relevant times herein, unless otherwise indicated, the Defendants
4 set forth in paragraphs 50 and 51 were the agents and/or employees of each of the
5 remaining Defendants in those paragraphs and were at all times acting within the
6 purpose and scope of said agency and employment, and each of these Defendants
7 has ratified and approved the acts of the agent. At all relevant times herein, each of
8 the Defendants set forth in paragraphs 50 and 51 had actual or ostensible authority
9 to act on each other's behalf in certifying or authorizing the provision of services,
10 processing and administering the claims and appeals, pricing the claims, approving
11 or denying the claims, directing each other as to whether and/or how to pay claims,
12 issuing remittance advices and EOB statements, and making payments to Plaintiff
13 and/or the Patients.

14 **JURISDICTION AND VENUE**

15 **65.** This Court has diversity jurisdiction under 28 U.S.C. § 1332 and §
16 1442(a)(1) because these civil actions involve citizens of different states in which
17 the amount in controversy exceeds the sum of \$75,000, exclusive of costs and
18 interest.

19 **66.** This Court also has pendant jurisdiction over the non-ERISA, state law
20 claims as such claims arose from a common nucleus of facts. *Nishimoto v.*
21 *Federman Bachrach & Assoc.*, 903 F.2d 709 (9th Cir. 1990). Likewise, this Court
22 has the authority to maintain pendent jurisdiction even after the federal claims upon
23 which jurisdiction is based have been dismissed or rendered moot. *Herklotz v.*
24 *Parkinson*, 848 F.3d 894, 897 (9th Cir. 2017); *Baker v. Farmers Elec. Co-op, Inc.*,
25 34 F.3d 274, 283 (5th Cir. 1994); *see also Arbaugh v. Y&H Corp.*, 546 U.S. 500,
26 514 (“[W]hen a court grants a motion to dismiss for failure to state a federal claim,
27 the court generally retains discretion to exercise supplemental jurisdiction . . . over
28 pendent state-law claims.”). With a July 1, 2020 discovery cut-off date (extended

1 from June 1 due to the pandemic novel coronavirus (COVID-19)) and all of the
2 Consolidated Defendants' responses due by order of this Court on May 8, 2020, the
3 decision to retain the supplemental jurisdiction claims, in addition to the majority
4 of claims before this Court pursuant to diversity jurisdiction, the final decision rests
5 with this District Court Judge. *Retail Property Trust v. United Broth. of Carpenters*
6 *and Joiners of Am.*, 768 F.3d 938 (9th Cir. 2014).

7 **67.** This Court is the proper venue for this action pursuant to 8 U.S.C. §
8 1392(b) because a substantial part of the events or omissions giving rise to the
9 claims alleged herein occurred in this Judicial District, because one or more of the
10 Defendants conducts a substantial amount of business in this Judicial District, and
11 pursuant to 29 U.S.C. § 1132(e)(2) because it is the Judicial District in which the
12 breach occurred.

13 **INTRODUCTION**

14 **68.** Plaintiff is informed and believes, and based thereon alleges, that none
15 of the claims set forth in this Complaint are governed by ERISA. On May 4, 2020,
16 this Court dismissed Plaintiff's ERISA claim for relief with prejudice [ECF No.
17 383, pp. 4-5].² While Plaintiff is not yet in possession of all of the plan documents
18 in this action, *see* May 4, 2020 Order [ECF No. 393, p. 8], in the event a claim
19 governed by ERISA is mistakenly included in this Complaint, once known to
20 Plaintiff the claim shall be withdrawn.

21 **69.** As of 2014, the 2010 Patient Protection and Affordable Care Act (the
22 "ACA") required health insurance plans, including those sold by Defendants, to
23
24
25

26 ² Once Plaintiff has complied with its meet and confer obligations under
27 the Local Rules for the Central District of California, Plaintiff will seek an order
28 from this court under Federal Rules of Civil Procedure, Rule 54(b), to enter partial
judgment on Plaintiff's claim for relief under ERISA. Due to the distinctive nature
of the ERISA claims, Plaintiff will *not* seek a stay of this action.

1 provide ten categories of “essential health benefits,” including mental health and
2 substance abuse treatment. 42 U.S.C. § 18022.

3 **70.** At all relevant times herein, Morningside was a non-contracting (as to
4 Defendants) mental and SUD treatment and rehabilitation facility operating in
5 Orange County, California, also referred to as a “non-contracted” or “out-of-
6 network” provider. At all relevant times herein, Morningside offered a
7 therapeutically planned rehabilitation intervention environment for the treatment of
8 individuals with behavioral concerns and SUD.

9 **71.** At all relevant times herein, Morningside provided a finite number of
10 services to its patients, all of which are identified by either the Healthcare Common
11 Procedure Coding System (“HCPCS”) Codes or the Current Procedural
12 Terminology (“CPT”) Codes, including but not limited the following:

- 13 a. H0010: alcohol and/or drug services, sub-acute detoxification
14 (residential addiction program inpatient);
- 15 b. H0018: alcohol and drug abuse treatment services, short-term
16 residential treatment (non-hospital);
- 17 c. H0035: partial hospitalization treatment;
- 18 d. H0015: intensive outpatient program;
- 19 e. 90792: psychiatric diagnostic evaluation;
- 20 f. H0048, 80320, 80305, G0434, and G0477: drug testing
21 procedures;
- 22 g. 90876, 90837 and 90853: individual and group therapy sessions.

23 **72.** Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants generally enter into private agreements with health care facilities
25 thereby extending to them “in network” provider status. Out-of-network claims are
26 distinguished by the fact that when members/patients obtain health care services
27 from an out-of-network provider, like Morningside, members/patients are
28

1 responsible for charges that the plan might not cover, or that exceed Defendants’
2 reimbursement obligation to members/patients under the Plans.

3 **73.** Plaintiff is informed and believes, and based thereon alleges, that this
4 practice is known to Defendants and others in the industry as “steerage”, which is a
5 method by which facilities that maintain in-network status may refer patients to
6 each other pursuant to in-network agreements. Plaintiff is further informed and
7 believes, and based thereon alleges, that Defendants concludes that referrals to and
8 amongst facilities within the in-network community are permitted without fear of
9 reprisal by state regulatory commissions that prohibit patient referrals for a fee, and
10 the in-network status also protects members/patients from incurring excessive
11 facility charges that are often imposed when a patient uses an out-of-network
12 facility.

13 **74.** Morningside provided and rendered services, SUD and/or mental health
14 treatment to members, subscribers and insured of Defendants, each of whom was a
15 patient of Morningside and hereinafter referred to collectively as the “Patients”. As
16 a result, Morningside, and now ABC, has become entitled to reimbursement,
17 remuneration and/or payment from Defendants for those services and supplies
18 Morningside rendered to the Patients.

19 **75.** Plaintiff is informed and believes, and based thereon alleges, that some
20 or all of the Patients had express coverage for mental health and SUD treatment
21 services as a delineated benefit of *non-ERISA* plans which were underwritten
22 and/or administered by Defendants (individually a “Plan” or collectively the
23 “Plans”).

24 **76.** Plaintiff is informed and believes, and based thereon alleges, that some
25 or all of the Patients were plan participants and/or beneficiaries of the Plans.
26 Plaintiff is further informed and believes, and based thereon alleges, that some or
27 all of the Patients were entitled to be reimbursed for the cost of mental health and
28 SUD treatment as the benefit from Defendants’ Plans, policies and insurance

1 agreements governing the relationship between each Patient and Defendants
2 (collectively the “Defendants’ Plans”). Plaintiff is informed and believes, and
3 based thereon alleges, that each of the Defendants’ Plans provided coverage for
4 both in and out-of-network mental health providers, and for admission to treatment
5 centers for SUD treatment by SUD treatment providers and related services
6 received on an outpatient basis, inpatient basis, partial inpatient basis and/or
7 intensive outpatient basis, including but not limited to coverage for the Services
8 provided by Morningside.

9 **77.** Plaintiff is informed and believes, and based thereon alleges, that
10 certain Patients had preferred provider organization (“PPO”) plan benefits or point
11 of service (“POS”) plan benefits that allowed them to seek medically necessary
12 benefits, whether in-network or not and were entitled to reimbursement for their
13 claims because Morningside was an out-of-network provider for Defendants. The
14 Patients’ claims should not have been denied or underpaid as Defendants’ Plans
15 provide coverage for the very services performed by Morningside, including but
16 not limited to coverage for mental health and SUD treatment.

17 **78.** Plaintiff is informed and believes, and based thereon alleges, that each
18 of the Patients whose claims are at issue in this lawsuit requirement treatment for
19 SUD and/or were suffering from serious medical and mental health concerns,
20 sometimes related to their addictions and sometimes unrelated. Each of the
21 Patients who did choose PPO insurance rather than health maintenance
22 organization (“HMO”) insurance through their employers make this decision so
23 that they could receive plan benefits from the physicians and other medical
24 providers of their choice, regardless of whether the health care practitioners were
25 in-network or out-of-network with Defendants. Defendants, who administer and/or
26 underwrite the PPO insurance for the Patient’s employers, advertise, publicize and
27 represent on their websites, in their literature and in commercials that the benefit of
28

1 their PPO policies include the freedom to choose any doctor for any and all health
2 care needs.

3 **79.** Morningside requested that Defendants authorize the Patients to
4 undergo treatment at Morningside for SUD treatment and for Defendants to
5 authorize Morningside to provide the same treatment and care to the Patients.
6 Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 authorized the Patients to undergo mental health and SUD treatment at
8 Morningside and verified that each of the Patients had coverage which included
9 coverage for the treatment Morningside provided. A true and correct copy of a
10 sample, express authorization from one of the Defendants is attached hereto and
11 incorporated by this reference as Exhibit 2.

12 **80.** Plaintiff is informed and believes, and based thereon alleges, that no
13 provisions in the Plans justified the failure to issue a final decision or denial on any
14 of the Patient claims, and no provision in the subject Plans justified the failure and
15 refusal of Defendants to issue an Explanation of Benefits (“EOB”) statement,
16 delineating and explaining the justification or rationale for refusing to pay, cover
17 and reimburse the Patient claims or to adjust those claims. These failures and
18 refusals by Defendants were therefore arbitrary, capricious and a breach of
19 Defendants fiduciary duties to plan participants. Plaintiff is informed and believes,
20 and based thereon alleges, that these failures and refusals were also violative of
21 California state law.

22 **81.** Plaintiff is informed and believes, and based thereon alleges, that for
23 each Plan involved in this lawsuit, the terms of the Plan: (1) provided coverage for
24 each of the services, supplies and treatments rendered by Morningside to each
25 Patient for whom reimbursement, payment and coverage is sought; and (2) dictated
26 that these covered services be paid according to a specific reimbursement rate (such
27 as the reasonable and customary fees for services charged by Morningside or
28 according to other formulae or allowable rates expressly and specifically provided

1 in the Plans. Plans from the Consolidated Defendants are set forth, *infra*, at
2 paragraphs 117, 122, 127, 132, 137, 142, 147, 152, 157, 162, 167, 172, 177, 182,
3 187, 192, 197, 202 207, 212, 217, 222, 227, 232, 237, 242, 247, 252, 257, 262, and
4 267.

5 **82.** Each of the Patients have assigned to Morningside all of their legal and
6 equitable rights to payment under California law with respect to the Plans in
7 writing, including but not limited to their rights to recover the benefits owed to
8 them by Defendants to Morningside, by and through an irrevocable assignment of
9 all of their rights, title and interest in and to the claims against Defendants. These
10 assignments conferred up on Morningside and/or Plaintiff the right to stand in the
11 shoes of the Patients and to assert all of the rights held by the Patients as to
12 Defendants and/or as to the Plans administered by Defendants, including but not
13 limited to all rights, powers and equitable remedies of the Patients, the right of
14 Plaintiff to substitute in as a party or plaintiff in any past, present or future litigation
15 regarding the Patient's claims against Defendants, the right to the proceeds of all
16 legal fees and costs, if specifically awarded, and any interest if specifically
17 awarded, and the right to make and effect collections, including the commencement
18 of legal proceedings on behalf of the Patients. A true and correct copy of a sample
19 assignment signed by the Patients is attached hereto and incorporated herein by this
20 reference as Exhibit 3 as if set forth in full. Additional assignments signed by the
21 Patients are included hereinbelow, *infra* paragraphs 114, 119, 124, 129, 134, 139,
22 144, 149, 154, 159, 164, 169, 174, 179, 184, 189, 194, 199, 204, 209, 214, 219,
23 224, 229, 234, 239, 244, 249, 254, 259 and 264.

24 **83.** California law favors assignments to such an extent that even a
25 provision in a contract or a rule of law against assignment does not preclude the
26 assignment of money due or to become due under the contract or of money
27 damages for the breach of the contract. *See, e.g., Gottfried v. Alphabet Inc.*, 2018
28

1 WL 2010976, at *4 (N.D. Cal., Apr. 30, 2018); *Trubowitch v. Riverbank Canning*
2 *Co.*, 30 Cal. 3d 335, 339 (1947).

3 **84.** To the extent required under California state law, in compliance with
4 the terms of each Plan, Plaintiff, Morningside and/or the Patients have exhausted
5 any and all claims review, grievance, administrative appeals, and appeals
6 requirements by submitting letters, appeals, grievances, requests for reconsideration
7 and request for payment to Defendants.

8 **85.** Alternatively, and to the extent required under California law, all
9 review, appeal, administrative grievances or complaint procedures are excused as a
10 matter of law, are violative of Plaintiff's due process rights, are or would be futile,
11 or are otherwise unlawful, null, void and unenforceable. Defendants' pattern of
12 behavior and refusal to reimburse Plaintiff rendered all potential administrative
13 remedies futile. As a result of Defendants' actions and/or omissions, Defendants
14 are estopped from asserting that Plaintiff or Morningside has failed to exhaust its
15 administrative remedies under the Plans. Alternatively, by Defendants' failure and
16 refusal to establish, maintain and follow a reasonable claim procedure process,
17 Plaintiff and/or its Patients have exhausted the administrative remedies available
18 under the Plans and are entitled to pursue this action, inasmuch as Defendants have
19 failed to provide a reasonable claims procedure that would yield a decision on the
20 merits of the claim, in violation of California state law. Under California law, "an
21 insurer is precluded from refusing to honor an insured's assignment of the right to
22 invoke defense or indemnification coverage regarding that loss. This result obtains
23 even without consent by the insurer. – and even though the dollar amount of the
24 loss remains unknown or undetermined until established later by a judgment or
25 approval settlement." *Fluor Corp.*, *supra*, 61 Cal. 4th at 1224.

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PLAINTIFF'S CLAIMS AGAINST DEFENDANTS

86. Plaintiff alleges below two separate claims for relief against each named Defendant, all of which were originally filed as part of separate lawsuits. These lawsuits include:

- a.** 8:19-cv-00531-DOC-DFM (*ABC Services Group, Inc. v. United Healthcare Services, Inc., United Behavioral Health, Optum Services, Inc.*);
- b.** 8:19-cv-00803-DOC-DFM (*ABC Services Group, Inc. v. USABLE Mutual Insurance Company, et al.*). This case included multiple parties now part of the Consolidated Defendants, including:
 - i.** USABLE Mutual Insurance Company, doing business as Arkansas Blue Cross and Blue Shield as well as Blue Cross and Blue Shield of Arkansas Blue Advantage;
 - ii.** Blue Cross and Blue Shield of Kansas, Inc.;
 - iii.** Blue Cross and Blue Shield of Mississippi; and
 - iv.** Blue Cross and Blue Shield of Kansas City.
- c.** 8:19-cv-00776-DOC-DFM (*ABC Services Group, Inc. v. Health Care Service Corporation, doing business as Blue Cross Blue Shield of Oklahoma*);
- d.** 8:19-cv-00789-DOC-DFM (*ABC Services Group, Inc. v. Blue Cross and Blue Shield of Alabama*);
- e.** 8:19-cv-00677-DOC-DFM (*ABC Services Group, Inc. v. Anthem Blue Cross Life and Health Insurance Company, Anthem, Inc., dba Anthem Health, Inc.*);
- f.** 8:20-cv-00175-DOC-DFM (*ABC Services Group, Inc. v. Humana Behavioral Health, Inc., Humana, Inc., Humana Insurance Company*);

- 1 **g.** 8:19-cv-00777-DOC-DFM (*ABC Services Group, Inc. v.*
2 *Defendants Aetna Health and Life Insurance Company*);
- 3 **h.** 8:19-cv-00804-DOC-DFM (*ABC Services Group, Inc. v.*
4 *Bluecross Blueshield of Tennessee, Inc.*);
- 5 **i.** 8:19-cv-02070-DOC-DFM (*ABC Services Group, Inc. v. Scott*
6 *and White Health Plan., Scott and White Care Plans*);
- 7 **j.** 8:19-cv-02125-DOC-DFM (*ABC Services Group, Inc. v. Cigna*
8 *Healthcare of California, Inc., Cigna Behavioral Health of*
9 *California, Inc., Cigna Health and Life Insurance Company*);
- 10 **k.** 8:19-cv-02136-DOC-DFM (*ABC Services Group, Inc. v. HMC*
11 *Healthworks, Inc.*);
- 12 **l.** 8:19-cv-02138-DOC-DFM (*ABC Services Group, Inc. v United*
13 *Medical Resources, Inc.*);
- 14 **m.** 8:19-cv-02163-DOC-DFM (*ABC Services Group, Inc. v.*
15 *Connecticare, Inc.*);
- 16 **n.** 8:19-cv-02164-DOC-DFM and 8:19-cv-02236-DOC-DFM (*ABC*
17 *Services Group, Inc. v. Medica Health Plans, doing business as*
18 *Medica*);
- 19 **o.** 8:19-cv-02165-DOC-DFM (*ABC Services Group, Inc. v.*
20 *PacificSource Health Plans*);
- 21 **p.** 8:19-cv-02168-DOC-DFM (*ABC Services Group, Inc. v. Sierra*
22 *Health and Life Insurance Company, Inc.*);
- 23 **q.** 8:19-cv-02122-DOC-DFM (*ABC Services Group, Inc. v.*
24 *Medical Mutual of Ohio, Medical Mutual Services, LLC*);
- 25 **r.** 8:19-cv-02242-DOC-DFM (*ABC Services Group, Inc. v. Group*
26 *Health Plan, Inc., doing business as HealthPartners*);
- 27 **s.** 8:19-cv-02184-DOC-DFM (*ABC Services Group, Inc. v. Golden*
28 *Rule Insurance Company*);

- 1 **t.** 8:19-cv-02180-DOC-DFM (*ABC Services Group, Inc. v.*
2 *Amerihealth Insurance Company of New Jersey, doing business*
3 *as Amerihealth New Jersey*);
- 4 **u.** 8:19-cv-02182-DOC-DFM (*ABC Services Group, Inc. v.*
5 *Meritain Health, Inc.*);
- 6 **v.** 8:19-cv-02204-DOC-DFM (*ABC Services Group, Inc. v. Beacon*
7 *Health Options, Inc., Beacon Health Strategies, LLC,*
8 *ValueOptions of California, Inc.*);
- 9 **w.** 8:19-cv-02131-DOC-DFM (*ABC Services Group, Inc. v.*
10 *Coventry Health Care, Inc.* [previously 8:19-cv-09432-DOC-
11 DFM]);
- 12 **x.** 8:19-cv-02219-DOC-DFM (*ABC Services Group, Inc. v. MHNet*
13 *Specialty Services, LLC*);
- 14 **y.** 8:19-cv-02210-DOC-DFM (*ABC Services Group, Inc. v.*
15 *Common Ground Healthcare Cooperative*);
- 16 **z.** 8:19-cv-02172-DOC-DFM (*ABC Services Group, Inc. v.*
17 *Providence Health Plan, Providence Health Assurance and*
18 *Providence Health & Services*);
- 19 **aa.** 8:19-cv-02171-DOC-DFM (*ABC Services Group, Inc. v. First*
20 *Health Group Corporation*);
- 21 **bb.** 8:19-cv-02188-DOC-DFM (*ABC Services Group, Inc. v.*
22 *HealthLink, Inc.*); and
- 23 **cc.** 8:19-cv-02118-DOC-DFM (*ABC Services Group, Inc. v. Molina*
24 *Healthcare, Inc., Molina Healthcare of California, Inc.*)

25 **SUMMARY OF PATIENTS' CLAIMS BY DEFENDANT**

26 **87.** The Patients have not been identified by name in this Complaint to
27 protect their right of privacy. Plaintiff provided information to Defendants
28 regarding treatment and services for Patients in each of the 29 lawsuits at issue in

1 this action, and as further set forth below, all pursuant to the Plans. Plaintiff is
2 informed and believes, and based thereon alleges, that for each Defendant, counsel
3 for Plaintiff has produced detailed information for each of the Patients. In some
4 instances, as Plaintiff has not received all applicable plan documents, Plaintiff is
5 unable at this time to allege with any greater specificity the amount at issue as to
6 each of the named Defendants. Upon receipt of all of the Plans from Defendants,
7 the requests for which Plaintiff has already made and the information should be
8 forthcoming as soon as May 8, 2020, Plaintiff will update the information if
9 requested.

10 **88.** Each of the Patients received mental health and/or SUD treatment at
11 Morningside's facility. Payments are due and owing by Defendants to Plaintiff for
12 the care, treatment and procedures provided to the Patients, all of whom were
13 insured, members, policy holders, certificate holders or otherwise covered for
14 charges by Morningside through policies or certificates of insurance issued,
15 underwritten and/or administered by Defendants.

16 **89.** Plaintiff is informed and believes, and based thereon alleges, that each
17 of the Patients for whom claims are at issue was an insured of Defendants either as
18 a subscriber to coverage or a dependent of a subscriber to coverage under a policy
19 or certificate of insurance issued, administered and/or underwritten by Defendants.
20 Plaintiff is further informed and believes, and based therein alleges, that each of the
21 Patients for whom claims are at issue was covered by a valid insurance agreement
22 with Defendants for the specific purpose of ensuring that the Patients would have
23 access to medically necessary treatments, care, procedures and related care by out-
24 of-network providers such as Morningside.

25 **90.** In the alternative, Plaintiff is informed and believes, and based thereon
26 alleges, that some of the Patients for whom claims are at issue were covered by
27 self-funded plans which were administered by Defendants. The identify of those
28 Plans which are self-funded is known to Defendants, but only known in part to

1 Plaintiff. Those self-funded Plans provided coverage to the Patients either as a
2 subscriber to coverage or as a dependent of a subscriber to coverage under the
3 certificate of coverage administered by Defendants. For these self-funded plans, to
4 the extent this is applicable under California state law, Plaintiff is informed and
5 believes, and based thereon alleges, that Defendants were a claim fiduciary, plan
6 fiduciary and administrator charged with making claim determinations on behalf of
7 the Plans.

8 **91.** Plaintiff is informed and believes, and based thereon alleges, that each
9 of the Patients for whom claims are at issue was covered by a valid benefit plan,
10 providing coverage for medical and mental health expenses, for the specific
11 purpose of ensuring that the Patients would have access to medically necessary
12 treatments, care and procedures by out-of-network providers like Morningside and
13 ensuring Defendants would pay for the health care expenses incurred by the
14 Patients for the services rendered by Morningside.

15 **92.** At all relevant times, each of the Patients received medical and/or
16 paramedical services, procedures, mental health care, SUD treatment or other
17 health care services from Morningside. Upon rendition of services to each of the
18 Patients, each of the Patients became legally indebted, responsible and liable to
19 Plaintiff for the full cost of and for payment of those services. Prior to the rendition
20 of care by Morningside, Morningside sought and obtained a guarantee from the
21 Patients that they would be legally responsible, liable and indebted for the full cost
22 of and for payment of those services to be rendered by Morningside.

23 **93.** Each of the Patients requested Morningside to render and provide
24 medical treatment and professional services, knowing that Morningside was an out-
25 of-network provider. Each of the Patients sought out, requested and requisitioned
26 treatment and professional services from Morningside and selected and chose
27 Morningside to provide him or her with said services based upon Morningside's
28 reputation in the community, experience and availability to render immediate care.

1 Each of the Patients signed written admission agreements in which the Patients
2 agreed to be obligated, legally responsible and liable for the full amount of the
3 charges incurred for services rendered at Morningside.

4 **94.** Each of the Patients presented his or her insurance card to Morningside,
5 which card identified the Patient as an insured, subscriber and/or member of
6 Defendants. These identification cards, which were issued by Defendants, did not
7 identify whether the coverage was underwritten by Defendants as an insurer or
8 whether Defendants was acting as a third-party administrator of a self-funded plan.

9 **95.** Plaintiff is informed and believes, and based thereon alleges, that each
10 and every one of the Patients had express coverage for mental health and SUD
11 treatment benefits under the applicable Plan or policy covering that Patient which
12 was issued or administered by Defendants. As such, each Plan was required to
13 offer coverage for mental health and SUD treatment in parity with the medical and
14 surgical benefits afforded by the same plan, as required by 26 U.S.C. § 9812(3)(A),
15 which mandates that:

16 In the case of a group health plan that provides both medical and surgical
17 benefits and mental health or substance use disorder benefits, such plan shall
18 ensure that –

19 **i.** the financial requirements applicable to such mental health or
20 substance use disorder benefits are no more restrictive than the
21 predominant financial requirements applied to substantially all
22 medical and surgical benefits covered by the plan, and there are
23 no separate cost sharing requirements that are applicable only
24 with respect to mental health or substance use disorder benefits;
25 and

26 **ii.** the treatment limitations applicable to such mental health or
27 substance use disorder benefits are no more restrictive than the
28 predominant treatment limitations applied to substantially all

1 medical and surgical benefits covered by the plan and there are
2 no separate treatment limitations that are applicable only with
3 respect to mental health or substance use disorder benefits.

4 **96.** Additionally, 26 U.S.C. § 9812(5) mandates that out-of-network
5 providers such as Morningside be treated in parity with medical providers and with
6 in-network providers of mental health and SUD treatment, stating:

7 In the case of a plan that provides both medical and
8 surgical benefits and mental health or substance use disorder
9 benefits, if the plan provides coverage for medical or surgical
10 benefits provided by out-of-network providers, the plan shall
11 provide coverage for mental health or substance use disorder
12 benefits provided by out-of-network providers in a manner that
13 is consistent with the requirements of this section.

14 **97.** Federal law also requires that insurers and Plans articulate the reason
15 and rationale for any denial of benefits, stating:

16 The criteria for medical necessity determinations made
17 under the plan with respect to mental health or substance use
18 disorder benefits shall be made available by the plan
19 administrator in accordance with regulations to any current or
20 potential participant, beneficiary, or contracting provider upon
21 request. The reason for any denial under the plan of
22 reimbursement or payment for services with respect to mental
23 health or substance use disorder benefits in the case of any
24 participant or beneficiary shall, on request or as otherwise
25 required, be made available by the plan administrator to the
26 participant or beneficiary in accordance with regulations

27 **98.** The failure and refusal of Defendants to articulate the reasons,
28 rationales and/or criteria it used in denying benefits for coverage for the Patients'

1 claims constitutes a breach of 26 U.S.C. § 9812(4) and the applicable regulations
2 promulgated thereunder.

3 **99.** The failure and refusal of Defendants to pay Plaintiff for the SUD
4 treatments rendered by Morningside to the Patients violated 26 U.S.C. § 9812(3)
5 per se. Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants has discriminated against it and other mental health and SUD treatment
7 providers by applying financial requirements and treatment limitations different
8 than those applied to medical health providers.

9 **100.** Plaintiff is informed and believes, and based thereon alleges, that
10 Defendants has investigated, adjusted, processed and examined Plaintiff's claims,
11 in a manner different than the manner in which it investigates, adjusts, processes
12 and examines the claims of medical providers, by subjecting Plaintiff's claims to
13 delays, by requesting additional information which is irrelevant to the claim
14 process, by offsetting payments it acknowledged were owed on claims for the
15 Patients by amounts owed on account of other patients who were not related to the
16 Patients but who were insured by Defendants and who had received SUD
17 treatments at Plaintiff at different times when treatment had been rendered to the
18 Patients. As a result, Defendants has breached the statutory mandates of 26 U.S.C.
19 § 9812, et. seq. and/or California state law, and Defendants owe payment benefits
20 to Plaintiff in an amount to be proven at trial, but no less than \$50,000,000.00.

21 **101.** Under California law, Plaintiff is entitled to the benefits payable under
22 the subject Plans and insurance policies issued to and covering the Patients and by
23 virtue of the assignment of rights given by each of the Patients to Morningside and
24 from Morningside to ABC.

25 **102.** At all relevant times herein, Morningside and Plaintiff were
26 authorized by law to act on behalf of the Patient with respect to the filing of claims
27 with Defendants, demanding production of documents from Defendants, filing
28 appeals on behalf of the Patients with Defendants, and otherwise pursuing actions

1 on behalf of the Patients with respect to the Patients' Plans in accordance with
2 California state law.

3 **103.** Other than those documents provided by Defendants, Plaintiff is not
4 privy to, nor does it possess or have access to, any other EOC documents, Plan
5 Documents, policies or Certificates of Insurance which may be issued to the
6 Patients. As such, in many instances Plaintiff does not have knowledge of or
7 access to the definition of an "allowable amount" or "allowable benefit" as that
8 term is defined or used by Defendants, at any time prior to the date that Defendants
9 processes, adjusts and pays each claim. These definitions were not imparted by
10 Defendants to Morningside during the insurance verification or authorization
11 process.

12 **104.** At all relevant times herein, Defendants have improperly payed, or
13 failed/refused to pay anything to Morningside for the medically necessary and
14 appropriate services rendered to Defendants' insureds, subscribers and members
15 for those treatments, services and/or supplies rendered by Morningside. For each
16 of the Patient claims at issue in this action, Morningside provided medical services
17 to members and insureds of Defendants.

18 **105.** Following the rendition of treatment by Morningside to the Patients,
19 invoices, bill and claims were submitted to Defendants for adjustment and
20 payment. Morningside also provided medical records to Defendants for the
21 treatment Morningside provided to the Patients.

22 **106.** For each of the claims at issue, Defendants failed and refused to adjust
23 the claims and to issue EOB statements to Morningside in a timely manner, if so
24 required by state law. These failures constituted an effective denial of benefits,
25 although an actual denial of benefits was not communicated by Defendants. By
26 virtue of its failure and refusal to issue EOB statements and to adjust the claims,
27 Plaintiff was precluded and inhibited from appealing the effective denial of
28

1 payment on the subject claims, to the extent such actions were required by
2 Morningside under California law.

3 **107.** For each of the claims at issue in this case, Defendants failed and
4 refused to complete the claim examination process, delayed issuing EOB and EOP
5 statements to Morningside, has requested unnecessary and irrelevant information
6 and documentation from Morningside which has no bearing on or relevant to the
7 claim examination process, has failed and refused to provide notification of the
8 reasons for its failure and refusal to pay benefits and has failed to engage in a
9 meaningful appeal process with Morningside. For each of the claims at issue in
10 this case, Defendants has failed and refused to pay benefits in any amount
11 whatsoever, leaving the entire charges unpaid and owed.

12 **108.** To the extent Defendants issued any EOB statements, Defendants did
13 not explain how the claims were adjusted, disallowed or denied, and Defendants
14 provided vague, ambiguous and uncertain explanations for the manner by which
15 Defendants based its claim determination. To the extent Defendants issued any
16 EOB statements, each was uninformative, false and misleading, thereby depriving
17 Plaintiff and the Patients from an ability to intelligently engage in the appeal
18 process or understand the basis and rationale for Defendants' denial of benefits.

19 **109.** Plaintiff is informed and believes, and based thereon alleges, that
20 Defendants' actions violated California state law, all due to Defendants' failure to
21 provide a description of each Plan's review procedures and the time limits or
22 deadlines applicable to such procedures.

23 **110.** In each of the EOB statements issued by Defendants, if any,
24 Defendants failed to advise Plaintiff and/or the Patients of the right of the Patients
25 and/or Plaintiff to appeal the adverse claim determination made by Defendants in
26 any of the EOB statements concerning the right to appeal, file a grievance, seek
27 reconsideration or otherwise engage in an administrative review process, as
28 required by Defendants under California state law.

FIRST CLAIM FOR RELIEF

(Breach of Contract (Assignment) Against All Defendants)

111. Plaintiff realleges and incorporates by reference each and every paragraph of this Complaint as though set forth herein.

112. Plaintiff's First Claim for Relief against Defendants includes only state law plans, none of which are governed by ERISA. Although Plaintiff does not have all plan documentation at this time, Plaintiff sets forth examples from each lawsuit of the contract on which it now brings this claim.

113. Within the period of time permitted by the applicable statute of limitations, Morningside entered into written agreements with certain Patients who had benefits payable under the subject Plans and insurance policies issued to and covering the Patients by those defendants named in the following action: 8:19-cv-00531-DOC-DFM (*ABC Services Group, Inc. v. United Healthcare Services, Inc., United Behavioral Health, Optum Services, Inc.*) (the "United Action"). A true and correct copy of an agreement from one of these Patients is attached hereto and incorporated herein by this reference as Exhibit 4.

114. Each of the patients at issue in the United Action also entered into a written assignment with Morningside, a true and correct copy of one such example is attached hereto and incorporated herein by this reference as Exhibit 4. When the Patients obtained the treatment from Morningside, they assigned to Morningside in writing their rights to any reimbursement and/or payment for treatment from Defendants in the United Action.

115. Morningside provided services consistent with those services set forth in Paragraph 71 of the Complaint to the Patients at issue in the United Action.

116. After providing those services, Plaintiff submitted appropriate claim forms to Defendants in the United Action, or their agents, requesting compensation for the care and treatment provided to the Patients.

1 **117.** At all relevant times herein, each of the Plans at issue in the United
2 Action obligated the Defendants in the United Action to reimburse and/or pay for
3 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
4 copy of part of a Plan at issue in the United Action, if any has been produced, is
5 attached hereto and incorporated herein by this reference as Exhibit 11.

6 **118.** Within the period of time permitted by the applicable statute of
7 limitations, Morningside entered into written agreements with certain Patients who
8 had benefits payable under the subject Plans and insurance policies issued to and
9 covering the Patients by those defendants named in the following action: 8:19-cv-
10 00803-DOC-DFM (*ABC Services Group, Inc. v. USAbile Mutual Insurance*
11 *Company, doing business as Arkansas Blue Cross and Blue Shield as well as Blue*
12 *Cross and Blue Shield of Arkansas Blue Advantage*) (the "USAbile Action"). A
13 true and correct copy of an agreement from one of these Patients is attached hereto
14 and incorporated herein by this reference as Exhibit 5.

15 **119.** Each of the patients at issue in the USAbile Action also entered into a
16 written assignment with Morningside, a true and correct copy of one such example
17 is attached hereto and incorporated herein by this reference as Exhibit 5. When
18 the Patients obtained the treatment from Morningside, they assigned to
19 Morningside in writing their rights to any reimbursement and/or payment for
20 treatment from Defendants in the USAbile Action.

21 **120.** Morningside provided services consistent with those services set forth
22 in Paragraph 71 of the Complaint to the Patients at issue in the USAbile Action.

23 **121.** After providing those services, Plaintiff submitted appropriate claim
24 forms to Defendants in the USAbile Action, or their agents, requesting
25 compensation for the care and treatment provided to the Patients.

26 **122.** At all relevant times herein, each of the Plans at issue in the USAbile
27 Action obligated the Defendants in the USAbile Action to reimburse and/or pay for
28 the Patient's medical care pursuant to the Plan, as applicable.. A true and correct

1 copy of part of a Plan at issue in the USABLE Action, if any has been produced, is
2 attached hereto and incorporated herein by this reference as Exhibit 12.

3 **123.** Within the period of time permitted by the applicable statute of
4 limitations, Morningside entered into written agreements with certain Patients who
5 had benefits payable under the subject Plans and insurance policies issued to and
6 covering the Patients by those defendants named in the following action: 8:19-cv-
7 00803-DOC-DFM (*ABC Services Group, Inc. v. Blue Cross and Blue Shield of*
8 *Kansas, Inc.*) (the “Kansas Action”). A true and correct copy of an agreement
9 from one of these Patients is attached hereto and incorporated herein by this
10 reference as Exhibit 6.

11 **124.** Each of the patients at issue in the Kansas Action also entered into a
12 written assignment with Morningside, a true and correct copy of one such example
13 is attached hereto and incorporated herein by this reference as Exhibit 6. When
14 the Patients obtained the treatment from Morningside, they assigned to
15 Morningside in writing their rights to any reimbursement and/or payment for
16 treatment from Defendants in the Kansas Action.

17 **125.** Morningside provided services consistent with those services set forth
18 in Paragraph 71 of the Complaint to the Patients at issue in the Kansas Action.

19 **126.** After providing those services, Plaintiff submitted appropriate claim
20 forms to Defendants in the Kansas Action, or their agents, requesting
21 compensation for the care and treatment provided to the Patients.

22 **127.** At all relevant times herein, each of the Plans at issue in the Kansas
23 Action obligated the Defendants in the Kansas Action to reimburse and/or pay for
24 the Patient’s medical care pursuant to the Plan, as applicable.. A true and correct
25 copy of part of a Plan at issue in the Kansas Action, if any has been produced, is
26 attached hereto and incorporated herein by this reference as Exhibit 13.

27 **128.** Within the period of time permitted by the applicable statute of
28 limitations, Morningside entered into written agreements with certain Patients who

1 had benefits payable under the subject Plans and insurance policies issued to and
2 covering the Patients by those defendants named in the following action: 8:19-cv-
3 00803-DOC-DFM (*ABC Services Group, Inc. v. Blue Cross and Blue Shield of*
4 *Kansas City*) (the “KC. Action”). True and correct copies of sample agreements
5 are attached hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7,
6 8 and 9.

7 **129.** Each of the patients at issue in the KC Action also entered into a
8 written assignment with Morningside. True and correct copies of sample
9 assignments are attached hereto and incorporated herein by this reference as
10 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
11 Morningside, they assigned to Morningside in writing their rights to any
12 reimbursement and/or payment for treatment from Defendants in the KC Action.

13 **130.** Morningside provided services consistent with those services set forth
14 in Paragraph 71 of the Complaint to the Patients at issue in the KC Action.

15 **131.** After providing those services, Plaintiff submitted appropriate claim
16 forms to Defendants in the KC Action, or their agents, requesting compensation for
17 the care and treatment provided to the Patients.

18 **132.** At all relevant times herein, each of the Plans at issue in the KC
19 Action obligated the Defendants in the KC Action to reimburse and/or pay for the
20 Patient’s medical care pursuant to the Plan, as applicable.. A true and correct copy
21 of part of a Plan at issue in the KC Action, if any has been produced, is attached
22 hereto and incorporated herein by this reference as Exhibit 14.

23 **133.** Within the period of time permitted by the applicable statute of
24 limitations, Morningside entered into written agreements with certain Patients who
25 had benefits payable under the subject Plans and insurance policies issued to and
26 covering the Patients by those defendants named in the following action: 8:19-cv-
27 00776-DOC-DFM (*ABC Services Group, Inc. v. Health Care Service Corporation,*
28 *doing business as Blue Cross Blue Shield of Oklahoma*) (the “BCBS OK Action”).

1 A true and correct copy of an agreement from one of these Patients is attached
2 hereto and incorporated herein by this reference as Exhibit 7.

3 **134.** Each of the patients at issue in the BCBS OK Action also entered into
4 a written assignment with Morningside, a true and correct copy of one such
5 example is attached hereto and incorporated herein by this reference as Exhibit 7.
6 When the Patients obtained the treatment from Morningside, they assigned to
7 Morningside in writing their rights to any reimbursement and/or payment for
8 treatment from Defendants in the BCBS OK Action.

9 **135.** Morningside provided services consistent with those services set forth
10 in Paragraph 71 of the Complaint to the Patients at issue in the BCBS OK Action.

11 **136.** After providing those services, Plaintiff submitted appropriate claim
12 forms to Defendants in the BCBS OK Action, or their agents, requesting
13 compensation for the care and treatment provided to the Patients.

14 **137.** At all relevant times herein, each of the Plans at issue in the BCBS
15 OK Action obligated the Defendants in the BCBS OK Action to reimburse and/or
16 pay for the Patient's medical care pursuant to the Plan, as applicable. A true and
17 correct copy of part of a Plan at issue in the BCBS OK Action, if any has been
18 produced, is attached hereto and incorporated herein by this reference as Exhibit
19 15.

20 **138.** Within the period of time permitted by the applicable statute of
21 limitations, Morningside entered into written agreements with certain Patients who
22 had benefits payable under the subject Plans and insurance policies issued to and
23 covering the Patients by those defendants named in the following action: 8:19-cv-
24 00789-DOC-DFM (*ABC Services Group, Inc. v. Blue Cross and Blue Shield of*
25 *Alabama*) (the "BCBS AL Action"). True and correct copies of sample
26 agreements are attached hereto and incorporated herein by this reference as
27 Exhibits 4, 5, 6, 7, 8 and 9.

1 **139.** Each of the patients at issue in the BCBS AL Action also entered into
2 a written assignment with Morningside. True and correct copies of sample
3 assignments are attached hereto and incorporated herein by this reference as
4 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
5 Morningside, they assigned to Morningside in writing their rights to any
6 reimbursement and/or payment for treatment from Defendants in the BCBS AL
7 Action.

8 **140.** Morningside provided services consistent with those services set forth
9 in Paragraph 71 of the Complaint to the Patients at issue in the BCBS AL Action.

10 **141.** After providing those services, Plaintiff submitted appropriate claim
11 forms to Defendants in the BCBS AL Action, or their agents, requesting
12 compensation for the care and treatment provided to the Patients.

13 **142.** At all relevant times herein, each of the Plans at issue in the BCBS
14 AL Action obligated the Defendants in the BCBS AL Action to reimburse and/or
15 pay for the Patient's medical care pursuant to the Plan, as applicable. A true and
16 correct copy of part of a Plan at issue in the BCBS AL Action, if any has been
17 produced, is attached hereto and incorporated herein by this reference as Exhibit
18 16.

19 **143.** Within the period of time permitted by the applicable statute of
20 limitations, Morningside entered into written agreements with certain Patients who
21 had benefits payable under the subject Plans and insurance policies issued to and
22 covering the Patients by those defendants named in the following action: 8:19-cv-
23 00677-DOC-DFM (*ABC Services Group, Inc. v. Anthem Blue Cross Life and*
24 *Health Insurance Company, Anthem, Inc., dba Anthem Health, Inc.*) (the "Anthem
25 Action"). A true and correct copy of an agreement from one of these Patients is
26 attached hereto and incorporated herein by this reference as Exhibit 8.

27 **144.** Each of the patients at issue in the Anthem Action also entered into a
28 written assignment with Morningside, a true and correct copy of one such example

1 is attached hereto and incorporated herein by this reference as Exhibit 8. When
2 the Patients obtained the treatment from Morningside, they assigned to
3 Morningside in writing their rights to any reimbursement and/or payment for
4 treatment from Defendants in the Anthem Action.

5 **145.** Morningside provided services consistent with those services set forth
6 in Paragraph 71 of the Complaint to the Patients at issue in the Anthem Action.

7 **146.** After providing those services, Plaintiff submitted appropriate claim
8 forms to Defendants in the Anthem Action, or their agents, requesting
9 compensation for the care and treatment provided to the Patients.

10 **147.** At all relevant times herein, each of the Plans at issue in the Anthem
11 Action obligated the Defendants in the Anthem Action to reimburse and/or pay for
12 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
13 copy of part of a Plan at issue in the Anthem Action, if any has been produced, is
14 attached hereto and incorporated herein by this reference as Exhibit 17.

15 **148.** Within the period of time permitted by the applicable statute of
16 limitations, Morningside entered into written agreements with certain Patients who
17 had benefits payable under the subject Plans and insurance policies issued to and
18 covering the Patients by those defendants named in the following action:

19 8:20-cv-00175-DOC-DFM (*ABC Services Group, Inc. v. Humana Behavioral*
20 *Health, Inc., Humana, Inc., Humana Insurance Company*) (the "Humana Action").
21 A true and correct copy of an agreement from one of these Patients is attached
22 hereto and incorporated herein by this reference as Exhibit 9.

23 **149.** Each of the patients at issue in the Humana Action also entered into a
24 written assignment with Morningside, a true and correct copy of one such example
25 is attached hereto and incorporated herein by this reference as Exhibit 9. When
26 the Patients obtained the treatment from Morningside, they assigned to
27 Morningside in writing their rights to any reimbursement and/or payment for
28 treatment from Defendants in the Humana Action.

1 **150.** Morningside provided services consistent with those services set forth
2 in Paragraph 71 of the Complaint to the Patients at issue in the Humana Action.

3 **151.** After providing those services, Plaintiff submitted appropriate claim
4 forms to Defendants in the Humana Action, or their agents, requesting
5 compensation for the care and treatment provided to the Patients.

6 **152.** At all relevant times herein, each of the Plans at issue in the Humana
7 Action obligated the Defendants in the Humana Action to reimburse and/or pay for
8 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
9 copy of part of a Plan at issue in the Humana Action, if any has been produced, is
10 attached hereto and incorporated herein by this reference as Exhibit 18.

11 **153.** Within the period of time permitted by the applicable statute of
12 limitations, Morningside entered into written agreements with certain Patients who
13 had benefits payable under the subject Plans and insurance policies issued to and
14 covering the Patients by those defendants named in the following action:
15 8:19-cv-00777-DOC-DFM (*ABC Services Group, Inc. v. Defendants Aetna Health*
16 *and Life Insurance Company*) (the "Aetna Action"). True and correct copies of
17 sample agreements are attached hereto and incorporated herein by this reference as
18 Exhibits 4, 5, 6, 7, 8 and 9.

19 **154.** Each of the patients at issue in the Aetna Action also entered into a
20 written assignment with Morningside, a true and correct copy of one such example
21 is attached hereto and incorporated herein by this reference as Exhibit 10. When
22 the Patients obtained the treatment from Morningside, they assigned to
23 Morningside in writing their rights to any reimbursement and/or payment for
24 treatment from Defendants in the Aetna Action.

25 **155.** Morningside provided services consistent with those services set forth
26 in Paragraph 71 of the Complaint to the Patients at issue in the Aetna Action.

1 **156.** After providing those services, Plaintiff submitted appropriate claim
2 forms to Defendants in the Aetna Action, or their agents, requesting compensation
3 for the care and treatment provided to the Patients.

4 **157.** At all relevant times herein, each of the Plans at issue in the Aetna
5 Action obligated the Defendants in the Aetna Action to reimburse and/or pay for
6 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
7 copy of part of a Plan at issue in the Aetna Action, if such a plan has been
8 produced, is attached hereto and incorporated herein by this reference as Exhibit
9 19.

10 **158.** Within the period of time permitted by the applicable statute of
11 limitations, Morningside entered into written agreements with certain Patients who
12 had benefits payable under the subject Plans and insurance policies issued to and
13 covering the Patients by those defendants named in the following action:
14 8:19-cv-00804-DOC-DFM (*ABC Services Group, Inc. v. Bluecross Blueshield of*
15 *Tennessee, Inc.*) (the "TN Action"). True and correct copies of sample agreements
16 are attached hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8
17 and 9.

18 **159.** Each of the patients at issue in the TN Action also entered into a
19 written assignment with Morningside. True and correct copies of sample
20 agreements are attached hereto and incorporated herein by this reference as
21 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
22 Morningside, they assigned to Morningside in writing their rights to any
23 reimbursement and/or payment for treatment from Defendants in the TN Action.

24 **160.** Morningside provided services consistent with those services set forth
25 in Paragraph 71 of the Complaint to the Patients at issue in the TN Action.

26 **161.** After providing those services, Plaintiff submitted appropriate claim
27 forms to Defendants in the TN Action, or their agents, requesting compensation for
28 the care and treatment provided to the Patients.

1 **162.** At all relevant times herein, each of the Plans at issue in the TN
2 Action obligated the Defendants in the TN Action to reimburse and/or pay for the
3 Patient's medical care pursuant to the Plan, as applicable. A true and correct copy
4 of part of a Plan at issue in the TN Action, if such a plan has been produced, is
5 attached hereto and incorporated herein by this reference as Exhibit 20.

6 **163.** Within the period of time permitted by the applicable statute of
7 limitations, Morningside entered into written agreements with certain Patients who
8 had benefits payable under the subject Plans and insurance policies issued to and
9 covering the Patients by those defendants named in the following action:
10 8:19-cv-02070-DOC-DFM (*ABC Services Group, Inc. v. Scott and White Health*
11 *Plan., Scott and White Care Plans*) (the "Scott and White Action"). True and
12 correct copies of sample agreements are attached hereto and incorporated herein by
13 this reference as Exhibits 4, 5, 6, 7, 8 and 9.

14 **164.** Each of the patients at issue in the Scott and White Action also
15 entered into a written assignment with Morningside. True and correct copies of
16 sample assignments are attached hereto and incorporated herein by this reference
17 as Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
18 Morningside, they assigned to Morningside in writing their rights to any
19 reimbursement and/or payment for treatment from Defendants in the Scott and
20 White Action.

21 **165.** Morningside provided services consistent with those services set forth
22 in Paragraph 71 of the Complaint to the Patients at issue in the Scott and White
23 Action.

24 **166.** After providing those services, Plaintiff submitted appropriate claim
25 forms to Defendants in the Scott and White Action, or their agents, requesting
26 compensation for the care and treatment provided to the Patients.

27 **167.** At all relevant times herein, each of the Plans at issue in the Scott and
28 White Action obligated the Defendants in the Scott and White Action to reimburse

1 and/or pay for the Patient's medical care pursuant to the Plan, as applicable. The
2 Defendants in the Scott and White Action have not produced any plan documents
3 at this time.

4 **168.** Within the period of time permitted by the applicable statute of
5 limitations, Morningside entered into written agreements with certain Patients who
6 had benefits payable under the subject Plans and insurance policies issued to and
7 covering the Patients by those defendants named in the following action:
8 8:19-cv-02125-DOC-DFM (*ABC Services Group, Inc. v. Cigna Healthcare of*
9 *California, Inc., Cigna Behavioral Health of California, Inc., Cigna Health and Life*
10 *Insurance Company*) (the "Cigna Action"). True and correct copies of sample
11 agreements are attached hereto and incorporated herein by this reference as Exhibits
12 4, 5, 6, 7, 8 and 9.

13 **169.** Each of the patients at issue in the Cigna Action also entered into a
14 written assignment with Morningside. True and correct copies of sample
15 assignments are attached hereto and incorporated herein by this reference as
16 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
17 Morningside, they assigned to Morningside in writing their rights to any
18 reimbursement and/or payment for treatment from Defendants in the Cigna Action.

19 **170.** Morningside provided services consistent with those services set forth
20 in Paragraph 71 of the Complaint to the Patients at issue in the Cigna Action.

21 **171.** After providing those services, Plaintiff submitted appropriate claim
22 forms to Defendants in the Cigna Action, or their agents, requesting compensation
23 for the care and treatment provided to the Patients.

24 **172.** At all relevant times herein, each of the Plans at issue in the Cigna
25 Action obligated the Defendants in the Cigna Action to reimburse and/or pay for
26 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
27 copy of part of a Plan at issue in the Cigna Action, if any has been produced, is
28 attached hereto and incorporated herein by this reference as Exhibit 21.

1 **173.** Within the period of time permitted by the applicable statute of
2 limitations, Morningside entered into written agreements with certain Patients who
3 had benefits payable under the subject Plans and insurance policies issued to and
4 covering the Patients by those defendants named in the following action: 8:19-cv-
5 02136-DOC-DFM (*ABC Services Group, Inc. v. HMC Healthworks, Inc.*) (the
6 “Healthworks Action”). True and correct copies of sample agreements are
7 attached hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8
8 and 9.

9 **174.** Each of the patients at issue in the Healthworks Action also entered
10 into a written assignment with Morningside. True and correct copies of sample
11 assignments are attached hereto and incorporated herein by this reference as
12 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
13 Morningside, they assigned to Morningside in writing their rights to any
14 reimbursement and/or payment for treatment from Defendants in the Healthworks
15 Action.

16 **175.** Morningside provided services consistent with those services set forth
17 in Paragraph 71 of the Complaint to the Patients at issue in the Healthworks
18 Action.

19 **176.** After providing those services, Plaintiff submitted appropriate claim
20 forms to Defendants in the Healthworks Action, or their agents, requesting
21 compensation for the care and treatment provided to the Patients.

22 **177.** At all relevant times herein, each of the Plans at issue in the
23 Healthworks Action obligated the Defendants in the Healthworks Action to
24 reimburse and/or pay for the Patient’s medical care pursuant to the Plan, as
25 applicable. A true and correct copy of part of a Plan at issue in the Healthworks
26 Action, if any such plans were produced, is attached hereto and incorporated herein
27 by this reference as Exhibit 22.

1 **178.** Within the period of time permitted by the applicable statute of
2 limitations, Morningside entered into written agreements with certain Patients who
3 had benefits payable under the subject Plans and insurance policies issued to and
4 covering the Patients by those defendants named in the following action: 8:19-cv-
5 02138-DOC-DFM (*ABC Services Group, Inc. v United Medical Resources, Inc.*)
6 (the “UMR Action”). True and correct copies of sample agreements are attached
7 hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

8 **179.** Each of the patients at issue in the UMR Action also entered into a
9 written assignment with Morningside. True and correct copies of sample
10 assignments are attached hereto and incorporated herein by this reference as
11 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
12 Morningside, they assigned to Morningside in writing their rights to any
13 reimbursement and/or payment for treatment from Defendants in the UMR Action.

14 **180.** Morningside provided services consistent with those services set forth
15 in Paragraph 71 of the Complaint to the Patients at issue in the UMR Action.

16 **181.** After providing those services, Plaintiff submitted appropriate claim
17 forms to Defendants in the UMR Action, or their agents, requesting compensation
18 for the care and treatment provided to the Patients.

19 **182.** At all relevant times herein, each of the Plans at issue in the UMR
20 Action obligated the Defendants in the UMR Action to reimburse and/or pay for
21 the Patient’s medical care pursuant to the Plan, as applicable. A true and correct
22 copy of part of a Plan at issue in the UMR Action, if any such plan was produced,
23 is attached hereto and incorporated herein by this reference as Exhibit 23.

24 **183.** Within the period of time permitted by the applicable statute of
25 limitations, Morningside entered into written agreements with certain Patients who
26 had benefits payable under the subject Plans and insurance policies issued to and
27 covering the Patients by those defendants named in the following action: 8:19-cv-
28 02163-DOC-DFM (*ABC Services Group, Inc. v. Connecticare, Inc.*) (the “CT

1 Action”). True and correct copies of sample agreements are attached hereto and
2 incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

3 **184.** Each of the patients at issue in the CT Action also entered into a
4 written assignment with Morningside. True and correct copies of sample
5 assignments are attached hereto and incorporated herein by this reference as
6 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
7 Morningside, they assigned to Morningside in writing their rights to any
8 reimbursement and/or payment for treatment from Defendants in the CT Action.

9 **185.** Morningside provided services consistent with those services set forth
10 in Paragraph 71 of the Complaint to the Patients at issue in the CT Action.

11 **186.** After providing those services, Plaintiff submitted appropriate claim
12 forms to Defendants in the CT Action, or their agents, requesting compensation for
13 the care and treatment provided to the Patients.

14 **187.** At all relevant times herein, each of the Plans at issue in the CT
15 Action obligated the Defendants in the CT Action to reimburse and/or pay for the
16 Patient’s medical care pursuant to the Plan, as applicable. A true and correct copy
17 of part of a Plan at issue in the CT Action, if any such plan was produced, is
18 attached hereto and incorporated herein by this reference as Exhibit 24.

19 **188.** Within the period of time permitted by the applicable statute of
20 limitations, Morningside entered into written agreements with certain Patients who
21 had benefits payable under the subject Plans and insurance policies issued to and
22 covering the Patients by those defendants named in the following action: 8:19-cv-
23 02164-DOC-DFM and 8:19-cv-02236-DOC-DFM (*ABC Services Group, Inc. v.*
24 *Medica Health Plans, doing business as Medica*) (the “Medica Action”). True and
25 correct copies of sample agreements are attached hereto and incorporated herein by
26 this reference as Exhibits 4, 5, 6, 7, 8 and 9.

27 **189.** Each of the patients at issue in the Medica Action also entered into a
28 written assignment with Morningside. True and correct copies of sample

1 assignments are attached hereto and incorporated herein by this reference as
2 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
3 Morningside, they assigned to Morningside in writing their rights to any
4 reimbursement and/or payment for treatment from Defendants in the Medica
5 Action.

6 **190.** Morningside provided services consistent with those services set forth
7 in Paragraph 71 of the Complaint to the Patients at issue in the Medica Action.

8 **191.** After providing those services, Plaintiff submitted appropriate claim
9 forms to Defendants in the Medica Action, or their agents, requesting
10 compensation for the care and treatment provided to the Patients.

11 **192.** At all relevant times herein, each of the Plans at issue in the Medica
12 Action obligated the Defendants in the Medica Action to reimburse and/or pay for
13 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
14 copy of part of a Plan at issue in the Medica Action is attached hereto and
15 incorporated herein by this reference as Exhibit 25.

16 **193.** Within the period of time permitted by the applicable statute of
17 limitations, Morningside entered into written agreements with certain Patients who
18 had benefits payable under the subject Plans and insurance policies issued to and
19 covering the Patients by those defendants named in the following action: 8:19-cv-
20 02165-DOC-DFM (*ABC Services Group, Inc. v. PacificSource Health Plans*) (the
21 "Pacific Action"). True and correct copies of sample agreements are attached
22 hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

23 **194.** Each of the patients at issue in the Pacific Action also entered into a
24 written assignment with Morningside. True and correct copies of sample
25 assignments are attached hereto and incorporated herein by this reference as
26 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
27 Morningside, they assigned to Morningside in writing their rights to any
28

1 reimbursement and/or payment for treatment from Defendants in the Pacific
2 Action.

3 **195.** Morningside provided services consistent with those services set forth
4 in Paragraph 71 of the Complaint to the Patients at issue in the Pacific Action.

5 **196.** After providing those services, Plaintiff submitted appropriate claim
6 forms to Defendants in the Pacific Action, or their agents, requesting compensation
7 for the care and treatment provided to the Patients.

8 **197.** At all relevant times herein, each of the Plans at issue in the Pacific
9 Action obligated the Defendants in the Pacific Action to reimburse and/or pay for
10 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
11 copy of part of a Plan at issue in the Pacific Action, if such documents were
12 produced, is attached hereto and incorporated herein by this reference as Exhibit
13 26.

14 **198.** Within the period of time permitted by the applicable statute of
15 limitations, Morningside entered into written agreements with certain Patients who
16 had benefits payable under the subject Plans and insurance policies issued to and
17 covering the Patients by those defendants named in the following action: 8:19-cv-
18 02168-DOC-DFM (*ABC Services Group, Inc. v. Sierra Health and Life Insurance*
19 *Company, Inc.*) (the "Sierra Action"). True and correct copies of sample
20 agreements are attached hereto and incorporated herein by this reference as
21 Exhibits 4, 5, 6, 7, 8 and 9.

22 **199.** Each of the patients at issue in the Sierra Action also entered into a
23 written assignment with Morningside. True and correct copies of sample
24 assignments are attached hereto and incorporated herein by this reference as
25 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
26 Morningside, they assigned to Morningside in writing their rights to any
27 reimbursement and/or payment for treatment from Defendants in the Sierra Action.
28

1 **200.** Morningside provided services consistent with those services set forth
2 in Paragraph 71 of the Complaint to the Patients at issue in the Sierra Action.

3 **201.** After providing those services, Plaintiff submitted appropriate claim
4 forms to Defendants in the Sierra Action, or their agents, requesting compensation
5 for the care and treatment provided to the Patients.

6 **202.** At all relevant times herein, each of the Plans at issue in the Sierra
7 Action obligated the Defendants in the Sierra Action to reimburse and/or pay for
8 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
9 copy of part of a Plan at issue in the Sierra Action, if any such plan was produced,
10 is attached hereto and incorporated herein by this reference as Exhibit 27.

11 **203.** Within the period of time permitted by the applicable statute of
12 limitations, Morningside entered into written agreements with certain Patients who
13 had benefits payable under the subject Plans and insurance policies issued to and
14 covering the Patients by those defendants named in the following action: 8:19-cv-
15 02122-DOC-DFM (*ABC Services Group, Inc. v. Medical Mutual of Ohio, Medical*
16 *Mutual Services, LLC*) (the "Ohio Action"). True and correct copies of sample
17 agreements are attached hereto and incorporated herein by this reference as
18 Exhibits 4, 5, 6, 7, 8 and 9.

19 **204.** Each of the patients at issue in the Ohio Action also entered into a
20 written assignment with Morningside. True and correct copies of sample
21 assignments are attached hereto and incorporated herein by this reference as
22 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
23 Morningside, they assigned to Morningside in writing their rights to any
24 reimbursement and/or payment for treatment from Defendants in the Ohio Action.

25 **205.** Morningside provided services consistent with those services set forth
26 in Paragraph 71 of the Complaint to the Patients at issue in the Ohio Action.
27
28

1 **206.** After providing those services, Plaintiff submitted appropriate claim
2 forms to Defendants in the Ohio Action, or their agents, requesting compensation
3 for the care and treatment provided to the Patients.

4 **207.** At all relevant times herein, each of the Plans at issue in the Ohio
5 Action obligated the Defendants in the Ohio Action to reimburse and/or pay for the
6 Patient's medical care pursuant to the Plan, as applicable. A true and correct copy
7 of part of a Plan at issue in the Ohio Action, if any such plans were produced, is
8 attached hereto and incorporated herein by this reference as Exhibit 28.

9 **208.** Within the period of time permitted by the applicable statute of
10 limitations, Morningside entered into written agreements with certain Patients who
11 had benefits payable under the subject Plans and insurance policies issued to and
12 covering the Patients by those defendants named in the following action: 19-cv-
13 02242-DOC-DFM (*ABC Services Group, Inc. v. Group Health Plan, Inc., doing*
14 *business as Health Partners*) (the "Health Partners Action"). True and correct
15 copies of sample agreements are attached hereto and incorporated herein by this
16 reference as Exhibits 4, 5, 6, 7, 8 and 9.

17 **209.** Each of the patients at issue in the Health Partners also entered into a
18 written assignment with Morningside. True and correct copies of sample
19 assignments are attached hereto and incorporated herein by this reference as
20 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
21 Morningside, they assigned to Morningside in writing their rights to any
22 reimbursement and/or payment for treatment from Defendants in the Health
23 Partners Action.

24 **210.** Morningside provided services consistent with those services set forth
25 in Paragraph 71 of the Complaint to the Patients at issue in the Health Partners
26 Action.

1 **211.** After providing those services, Plaintiff submitted appropriate claim
2 forms to Defendants in the Health Partners Action, or their agents, requesting
3 compensation for the care and treatment provided to the Patients.

4 **212.** At all relevant times herein, each of the Plans at issue in the Health
5 Partners Action obligated the Defendants in the Health Partners Action to
6 reimburse and/or pay for the Patient's medical care pursuant to the Plan, as
7 applicable. A true and correct copy of part of a Plan at issue in the Health Partners
8 Action, if any such plans were produced, is attached hereto and incorporated herein
9 by this reference as Exhibit 30.

10 **213.** Within the period of time permitted by the applicable statute of
11 limitations, Morningside entered into written agreements with certain Patients who
12 had benefits payable under the subject Plans and insurance policies issued to and
13 covering the Patients by those defendants named in the following action: 8:19-
14 cv092184-DOC-DFM (*ABC Services Group, Inc. v. Golden Rule Insurance*
15 *Company*) (the "Golden Rule Action"). True and correct copies of sample
16 agreements are attached hereto and incorporated herein by this reference as
17 Exhibits 4, 5, 6, 7, 8 and 9.

18 **214.** Each of the patients at issue in the Golden Rule Action also entered
19 into a written assignment with Morningside. True and correct copies of sample
20 assignments are attached hereto and incorporated herein by this reference as
21 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
22 Morningside, they assigned to Morningside in writing their rights to any
23 reimbursement and/or payment for treatment from Defendants in the Golden Rule
24 Action.

25 **215.** Morningside provided services consistent with those services set forth
26 in Paragraph 71 of the Complaint to the Patients at issue in the Golden Rule
27 Action.
28

1 **216.** After providing those services, Plaintiff submitted appropriate claim
2 forms to Defendants in the Golden Rule Action, or their agents, requesting
3 compensation for the care and treatment provided to the Patients.

4 **217.** At all relevant times herein, each of the Plans at issue in the Health
5 Partners Action obligated the Defendants in the Golden Rule Action to reimburse
6 and/or pay for the Patient's medical care pursuant to the Plan, as applicable. A true
7 and correct copy of part of a Plan at issue in the Golden Rule Action, if any such
8 plan was produced, is attached hereto and incorporated herein by this reference as
9 Exhibit 31.

10 **218.** Within the period of time permitted by the applicable statute of
11 limitations, Morningside entered into written agreements with certain Patients who
12 had benefits payable under the subject Plans and insurance policies issued to and
13 covering the Patients by those defendants named in the following action: 8:19-cv-
14 02180-DOC-DFM (*ABC Services Group, Inc. v. Amerihealth Insurance Company*
15 *of New Jersey, doing business as Amerihealth New Jersey*) (the "Amerihealth
16 Action"). True and correct copies of sample agreements are attached hereto and
17 incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

18 **219.** Each of the patients at issue in the Amerihealth Action also entered
19 into a written assignment with Morningside. True and correct copies of sample
20 assignments are attached hereto and incorporated herein by this reference as
21 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
22 Morningside, they assigned to Morningside in writing their rights to any
23 reimbursement and/or payment for treatment from Defendants in the Amerihealth
24 Action.

25 **220.** Morningside provided services consistent with those services set forth
26 in Paragraph 71 of the Complaint to the Patients at issue in the Amerihealth
27 Action.
28

1 **221.** After providing those services, Plaintiff submitted appropriate claim
2 forms to Defendants in the Amerihealth Action, or their agents, requesting
3 compensation for the care and treatment provided to the Patients.

4 **222.** At all relevant times herein, each of the Plans at issue in the
5 Amerihealth Action obligated the Defendants in the Amerihealth Action to
6 reimburse and/or pay for the Patient's medical care pursuant to the Plan, as
7 applicable. A true and correct copy of part of a Plan at issue in the Amerihealth
8 Action, if any such plan was produced, is attached hereto and incorporated herein
9 by this reference as Exhibit 32.

10 **223.** Within the period of time permitted by the applicable statute of
11 limitations, Morningside entered into written agreements with certain Patients who
12 had benefits payable under the subject Plans and insurance policies issued to and
13 covering the Patients by those defendants named in the following action: 88:19-cv-
14 02182-DOC-DFM (*ABC Services Group, Inc. v. Meritain Health, Inc*) (the
15 "Meritain Action"). True and correct copies of sample agreements are attached
16 hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

17 **224.** Each of the patients at issue in the Meritain Action also entered into a
18 written assignment with Morningside. True and correct copies of sample
19 assignments are attached hereto and incorporated herein by this reference as
20 Exhibits 4, 5, 6, 7, 8 , 9 and 10. When the Patients obtained the treatment from
21 Morningside, they assigned to Morningside in writing their rights to any
22 reimbursement and/or payment for treatment from Defendants in the Meritain
23 Action.

24 **225.** Morningside provided services consistent with those services set forth
25 in Paragraph 71 of the Complaint to the Patients at issue in the Meritain Action.

26 **226.** After providing those services, Plaintiff submitted appropriate claim
27 forms to Defendants in the Meritain Action, or their agents, requesting
28 compensation for the care and treatment provided to the Patients.

1 **227.** At all relevant times herein, each of the Plans at issue in the Meritain
2 Action obligated the Defendants in the Meritain Action to reimburse and/or pay for
3 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
4 copy of part of a Plan at issue in the Meritain Action, if any such plan was
5 produced, is attached hereto and incorporated herein by this reference as Exhibit
6 33.

7 **228.** Within the period of time permitted by the applicable statute of
8 limitations, Morningside entered into written agreements with certain Patients who
9 had benefits payable under the subject Plans and insurance policies issued to and
10 covering the Patients by those defendants named in the following action: 8:19-cv-
11 02204-DOC-DFM (*ABC Services Group, Inc. v. Beacon Health Options, Inc.,*
12 *Beacon Health Strategies, LLC, ValueOptions of California, Inc.*) (the "Beacon
13 Action"). True and correct copies of sample agreements are attached hereto and
14 incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

15 **229.** Each of the patients at issue in the Beacon Action also entered into a
16 written assignment with Morningside. True and correct copies of sample
17 assignments are attached hereto and incorporated herein by this reference as
18 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
19 Morningside, they assigned to Morningside in writing their rights to any
20 reimbursement and/or payment for treatment from Defendants in the Beacon
21 Action.

22 **230.** Morningside provided services consistent with those services set forth
23 in Paragraph 71 of the Complaint to the Patients at issue in the Beacon Action.

24 **231.** After providing those services, Plaintiff submitted appropriate claim
25 forms to Defendants in the Beacon Action, or their agents, requesting
26 compensation for the care and treatment provided to the Patients.

27 **232.** At all relevant times herein, each of the Plans at issue in the Beacon
28 Action obligated the Defendants in the Beacon Action to reimburse and/or pay for

1 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
2 copy of part of a Plan at issue in the Beacon Action, if any such plan was
3 produced, is attached hereto and incorporated herein by this reference as Exhibit
4 34.

5 **233.** Within the period of time permitted by the applicable statute of
6 limitations, Morningside entered into written agreements with certain Patients who
7 had benefits payable under the subject Plans and insurance policies issued to and
8 covering the Patients by those defendants named in the following action: 8:19-cv-
9 02131-DOC-DFM (*ABC Services Group, Inc. v. Coventry Health Care, Inc.*
10 [previously 8:19-cv-09432-DOC-DFM]) (the "Coventry Action"). True and
11 correct copies of sample agreements are attached hereto and incorporated herein by
12 this reference as Exhibits 4, 5, 6, 7, 8 and 9.

13 **234.** Each of the patients at issue in the Coventry Action also entered into a
14 written assignment with Morningside. True and correct copies of sample
15 assignments are attached hereto and incorporated herein by this reference as
16 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
17 Morningside, they assigned to Morningside in writing their rights to any
18 reimbursement and/or payment for treatment from Defendants in the Coventry
19 Action.

20 **235.** Morningside provided services consistent with those services set forth
21 in Paragraph 71 of the Complaint to the Patients at issue in the Coventry Action.

22 **236.** After providing those services, Plaintiff submitted appropriate claim
23 forms to Defendants in the Coventry Action, or their agents, requesting
24 compensation for the care and treatment provided to the Patients.

25 **237.** At all relevant times herein, each of the Plans at issue in the Coventry
26 Action obligated the Defendants in the Coventry Action to reimburse and/or pay
27 for the Patient's medical care pursuant to the Plan, as applicable. A true and
28 correct copy of part of a Plan at issue in the Coventry Action, if any such plan was

1 produced, is attached hereto and incorporated herein by this reference as Exhibit
2 35.

3 **238.** Within the period of time permitted by the applicable statute of
4 limitations, Morningside entered into written agreements with certain Patients who
5 had benefits payable under the subject Plans and insurance policies issued to and
6 covering the Patients by those defendants named in the following action: 8:19-cv-
7 02219-DOC-DFM (*ABC Services Group, Inc. v. MHNet Specialty Services, LLC*)
8 (the “MHNet Action”). True and correct copies of sample agreements are attached
9 hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

10 **239.** Each of the patients at issue in the MHNet Action also entered into a
11 written assignment with Morningside. True and correct copies of sample
12 assignments are attached hereto and incorporated herein by this reference as
13 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
14 Morningside, they assigned to Morningside in writing their rights to any
15 reimbursement and/or payment for treatment from Defendants in the MHNet
16 Action.

17 **240.** Morningside provided services consistent with those services set forth
18 in Paragraph 71 of the Complaint to the Patients at issue in the MHNet Action.

19 **241.** After providing those services, Plaintiff submitted appropriate claim
20 forms to Defendants in the MHNet Action, or their agents, requesting
21 compensation for the care and treatment provided to the Patients.

22 **242.** At all relevant times herein, each of the Plans at issue in the MHNet
23 Action obligated the Defendants in the MHNet Action to reimburse and/or pay for
24 the Patient’s medical care pursuant to the Plan, as applicable. A true and correct
25 copy of part of a Plan at issue in the MHNet Action, if any such documents were
26 produced, is attached hereto and incorporated herein by this reference as Exhibit
27 36.

1 **243.** Within the period of time permitted by the applicable statute of
2 limitations, Morningside entered into written agreements with certain Patients who
3 had benefits payable under the subject Plans and insurance policies issued to and
4 covering the Patients by those defendants named in the following action: 8:19-cv-
5 02210-DOC-DFM (*ABC Services Group, Inc. v. Common Ground Healthcare*
6 *Cooperative*) (the “Common Ground Action”). True and correct copies of sample
7 agreements are attached hereto and incorporated herein by this reference as
8 Exhibits 4, 5, 6, 7, 8 and 9.

9 **244.** Each of the patients at issue in the Common Ground Action also
10 entered into a written assignment with Morningside. True and correct copies of
11 sample assignments are attached hereto and incorporated herein by this reference
12 as Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
13 Morningside, they assigned to Morningside in writing their rights to any
14 reimbursement and/or payment for treatment from Defendants in the Common
15 Ground Action.

16 **245.** Morningside provided services consistent with those services set forth
17 in Paragraph 71 of the Complaint to the Patients at issue in the Common Ground
18 Action.

19 **246.** After providing those services, Plaintiff submitted appropriate claim
20 forms to Defendants in the Common Ground Action, or their agents, requesting
21 compensation for the care and treatment provided to the Patients.

22 **247.** At all relevant times herein, each of the Plans at issue in the Common
23 Ground Action obligated the Defendants in the Common Ground Action to
24 reimburse and/or pay for the Patient’s medical care pursuant to the Plan, as
25 applicable. A true and correct copy of part of a Plan at issue in the Common
26 Ground Action, if any such plan was produced, is attached hereto and incorporated
27 herein by this reference as Exhibit 37.

28

1 **248.** Within the period of time permitted by the applicable statute of
2 limitations, Morningside entered into written agreements with certain Patients who
3 had benefits payable under the subject Plans and insurance policies issued to and
4 covering the Patients by those defendants named in the following action: 8:19-cv-
5 02172-DOC-DFM (*ABC Services Group, Inc. v. Providence Health Plan*) (the
6 “Providence Action”). True and correct copies of sample agreements are attached
7 hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

8 **249.** Each of the patients at issue in the Providence Action also entered into
9 a written assignment with Morningside. True and correct copies of sample
10 assignments are attached hereto and incorporated herein by this reference as
11 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
12 Morningside, they assigned to Morningside in writing their rights to any
13 reimbursement and/or payment for treatment from Defendants in the Providence
14 Action.

15 **250.** Morningside provided services consistent with those services set forth
16 in Paragraph 71 of the Complaint to the Patients at issue in the Providence Action.

17 **251.** After providing those services, Plaintiff submitted appropriate claim
18 forms to Defendants in the Providence Action, or their agents, requesting
19 compensation for the care and treatment provided to the Patients.

20 **252.** At all relevant times herein, each of the Plans at issue in the
21 Providence Action obligated the Defendants in the Providence Action to reimburse
22 and/or pay for the Patient’s medical care pursuant to the Plan, as applicable. A true
23 and correct copy of part of a Plan at issue in the Providence Action, if any such
24 plans were produced, is attached hereto and incorporated herein by this reference
25 as Exhibit 38.

26 **253.** Within the period of time permitted by the applicable statute of
27 limitations, Morningside entered into written agreements with certain Patients who
28 had benefits payable under the subject Plans and insurance policies issued to and

1 covering the Patients by those defendants named in the following action: 8:19-cv-
2 02171-DOC-DFM (*ABC Services Group, Inc. v. First Health Group Corporation*)
3 (the “First Health Action”). True and correct copies of sample agreements are
4 attached hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8
5 and 9.

6 **254.** Each of the patients at issue in the First Health Action also entered
7 into a written assignment with Morningside. True and correct copies of sample
8 assignments are attached hereto and incorporated herein by this reference as
9 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
10 Morningside, they assigned to Morningside in writing their rights to any
11 reimbursement and/or payment for treatment from Defendants in the First Health
12 Action.

13 **255.** Morningside provided services consistent with those services set forth
14 in Paragraph 71 of the Complaint to the Patients at issue in the First Health Action.

15 **256.** After providing those services, Plaintiff submitted appropriate claim
16 forms to Defendants in the First Health Action, or their agents, requesting
17 compensation for the care and treatment provided to the Patients.

18 **257.** At all relevant times herein, each of the Plans at issue in the First
19 Health Action obligated the Defendants in the First Health Action to reimburse
20 and/or pay for the Patient’s medical care pursuant to the Plan, as applicable. A true
21 and correct copy of part of a Plan at issue in the First Health Action, if any such
22 plans were produced, is attached hereto and incorporated herein by this reference
23 as Exhibit 39.

24 **258.** Within the period of time permitted by the applicable statute of
25 limitations, Morningside entered into written agreements with certain Patients who
26 had benefits payable under the subject Plans and insurance policies issued to and
27 covering the Patients by those defendants named in the following action: 8:19-cv-
28 02188-DOC-DFM (*ABC Services Group, Inc. v. HealthLink, Inc.*) (the

1 “HealthLink Action”). True and correct copies of sample agreements are attached
2 hereto and incorporated herein by this reference as Exhibits 4, 5, 6, 7, 8 and 9.

3 **259.** Each of the patients at issue in the HealthLink Action also entered into
4 a written assignment with Morningside. True and correct copies of sample
5 assignments are attached hereto and incorporated herein by this reference as
6 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
7 Morningside, they assigned to Morningside in writing their rights to any
8 reimbursement and/or payment for treatment from Defendants in the HealthLink
9 Action.

10 **260.** Morningside provided services consistent with those services set forth
11 in Paragraph 71 of the Complaint to the Patients at issue in the HealthLink Action.

12 **261.** After providing those services, Plaintiff submitted appropriate claim
13 forms to Defendants in the HealthLink Action, or their agents, requesting
14 compensation for the care and treatment provided to the Patients.

15 **262.** At all relevant times herein, each of the Plans at issue in the
16 HealthLink Action obligated the Defendants in the HealthLink Action to reimburse
17 and/or pay for the Patient’s medical care pursuant to the Plan, as applicable. A true
18 and correct copy of part of a Plan at issue in the HealthLink Action, if any such
19 plans were produced, is attached hereto and incorporated herein by this reference
20 as Exhibit 40.

21 **263.** Within the period of time permitted by the applicable statute of
22 limitations, Morningside entered into written agreements with certain Patients who
23 had benefits payable under the subject Plans and insurance policies issued to and
24 covering the Patients by those defendants named in the following action: 8:19-cv-
25 02118-DOC-DFM (*ABC Services Group, Inc. v. Molina Healthcare, Inc., Molina*
26 *Healthcare of California, Inc.*) (the “Molina Action”). True and correct copies of
27 sample agreements are attached hereto and incorporated herein by this reference as
28 Exhibits 4, 5, 6, 7, 8 and 9.

1 **264.** Each of the patients at issue in the Molina Action also entered into a
2 written assignment with Morningside. True and correct copies of sample
3 assignments are attached hereto and incorporated herein by this reference as
4 Exhibits 4, 5, 6, 7, 8, 9 and 10. When the Patients obtained the treatment from
5 Morningside, they assigned to Morningside in writing their rights to any
6 reimbursement and/or payment for treatment from Defendants in the Molina
7 Action.

8 **265.** Morningside provided services consistent with those services set forth
9 in Paragraph 71 of the Complaint to the Patients at issue in the Molina Action.

10 **266.** After providing those services, Plaintiff submitted appropriate claim
11 forms to Defendants in the Molina Action, or their agents, requesting
12 compensation for the care and treatment provided to the Patients.

13 **267.** At all relevant times herein, each of the Plans at issue in the Molina
14 Action obligated the Defendants in the Molina Action to reimburse and/or pay for
15 the Patient's medical care pursuant to the Plan, as applicable. A true and correct
16 copy of part of a Plan at issue in the Molina Action, if any such plans were
17 produced, is attached hereto and incorporated herein by this reference as Exhibit
18 41.

19 **268.** To maintain the confidentiality of Defendants' plan documents,
20 Plaintiff shall seek leave from this Court for an order to file all plan documents,
21 Exhibits 11 through 41, under seal.

22 **269.** Plaintiff either did not receive full, reasonable, and often no
23 compensation from Defendants for the services provided.

24 **270.** Despite written demand from Morningside, Defendants have failed
25 and refused to pay such amounts.

26 **271.** Plaintiff is informed and believes, and based thereon alleges, there is
27 no legally operative term in the Plans that permit Defendants to deny Plaintiff full
28 and/or reasonable compensation for the services Plaintiff provided to the Patients

1 in good faith. Plaintiff duly performed under the insurance contract and must be
2 paid by Defendants.

3 **272.** Plaintiff is informed and believes, and based thereon alleges, that the
4 Patients, and each of them, have performed all of the obligations required of them
5 under their respective plans with Defendants, except as otherwise may have been
6 excused or prevented by Defendants.

7 **273.** There is now due, owing and unpaid by Defendants to Plaintiff a sum
8 not less than \$50,000,000.00, plus pre-judgment interest according to proof.

9 **SECOND CLAIM FOR RELIEF**

10 **(Breach of Contract (Third Party Beneficiary) Against All Defendants)**

11 **274.** Plaintiff realleges and incorporates by reference each and every
12 paragraph of this Complaint as though set forth herein.

13 **275.** Defendants, and each of them, entered into written agreements with
14 their insureds pursuant to which the insureds would pay premiums to Defendants,
15 and Defendants would provide insurance coverage to cover mental health and SUD
16 Treatment. Copies of examples of the Plans between the Patients and certain
17 Defendants are attached hereto and incorporated herein by this reference as
18 Exhibits 11 through 41.

19 **276.** Plaintiff is informed and believes, and based thereon alleges, that as to
20 the non-ERISA Plans, these were executed by the Patients and the Defendants, in
21 substantial part, for the direct benefit of health care providers, including providers
22 of mental health and SUD treatment. Morningside, at all relevant times as a
23 member of the mental health and SUD treatment community and provider of
24 similar mental health care, was an intended third party beneficiary for payment of
25 such services provided to the Patients under their respective plans.

26 **277.** Each Plan was required to offer coverage for mental health and SUD
27 treatment in parity with the medical and surgical benefits afforded by the same
28 plan, as required by 26 U.S.C. § 9812(3)(A).

1 **278.** Plaintiff is further informed and believes, and based thereon alleges,
2 that Morningside is an intended beneficiary of the Patients' Plans issued by
3 Defendants and the rights conferred thereunder. By the Assignment between
4 Morningside and Plaintiff as set forth in Exhibit 1, Plaintiff is entitled to all rights
5 conferred thereunder.

6 **279.** Plaintiff is entitled to be paid for the services Morningside provided
7 based on the existence and terms of the Plans covering each Patient.

8 **280.** Plaintiff is informed and believes, and based thereon alleges, that
9 Morningside confirmed that the Patients with Plans from Defendants were covered
10 by a policy issued by Defendants through a required prior authorization process
11 before rendering services. At great expense, Morningside thereafter provided
12 medically necessary mental health and SUD treatment to the Patients.

13 **281.** After providing those services, Morningside submitted appropriate
14 claim forms to Defendants, or their agents, requesting compensation for the
15 services Morningside provided to the Patients.

16 **282.** Morningside either did not receive full, reasonable, or often no
17 compensation for the services Morningside provided.

18 **283.** Plaintiff is informed and believes, and based thereon alleges, there is
19 no legally operative term in the Plans that permit Defendants to deny Morningside
20 full and/or reasonable compensation for the services Morningside provided to the
21 Patients in good faith. Morningside duly performed and payment is due by
22 Defendants.

23 **284.** Plaintiff is informed and believes, and based thereon alleges, that the
24 Patients, and each of them, have performed all of the obligations required of them
25 under their respective Plans with Defendants, except as otherwise may have been
26 excused or prevented by Defendants.

DEMAND FOR JURY TRIAL

Pursuant to the Seventh Amendment to the United States Constitution, and any other applicable law, Plaintiff hereby requests a trial by jury for all claims triable by jury.

Respectfully Submitted,

Dated: May 7, 2020

GARNER HEALTH LAW CORPORATION

By: /s/ Craig B. Garner

CRAIG B. GARNER

Attorneys for PLAINTIFF ABC SERVICES GROUP, INC., in its capacity as assignee for the benefit of creditors of MORNINGSIDE RECOVERY, LLC

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on May 7, 2020, I caused the

3
4 **CONSOLIDATED AMENDED COMPLAINT**

5 to be served upon counsel in the manner described below:

6 Participants in the case who are registered CM/ECF users will be served by
7 the Central District CM/ECF system.

8 **VIA THE CENTRAL DISTRICT CM/ECF SYSTEM**

9
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